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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: September 18, 2012

Agenda Item No. 8(E)(1)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Award a Contract for UHF Narrowbanding Services
Resolution No. R-734-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve waiver of competitive bids and approve a contract award to Motorola Solutions, Inc. (Contract No. BW9644-0/14) to provide ultra-high frequency (UHF) Narrowbanding Services for the Miami-Dade Fire Rescue Department (MDFR).

MDFR is already successfully operating on a UHF simulcast radio system that is designed, manufactured and maintained by Motorola Solutions. Simulcast technology requires very precise matching of phase and amplitude of the transmitters that are sending the same signal. This precise matching creates a stronger signal, whereas imprecise matching will destroy the signal. Transmitters in a simulcast system must be of the same brand and model to interface for this synchronization. Simulcast cannot be successfully implemented in mixed-breed systems. The consoles and point-to-point microwave technology being provided as part of the contract require integration and optimization to the existing and expanding Motorola UHF radio simulcast system. The integration phase of the project will require very close coordination with the simulcast portion and a single responsible vendor. As a result, it is in the best interest of the County to present this item as a bid waiver in order to leverage the existing Motorola infrastructure.

Scope

Impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The total lease payments for the equipment and services supporting UHF Narrowbanding is $11,756,000 over a ten-year period. Financing will be provided through Motorola Solutions, Inc. from general fund dollars. The contract also includes an optional Internet Protocol (IP) Station Alerting System. If this system is utilized, the cost is an additional $1.27 million, which will also be vendor-financed as described above and the total project fiscal impact would be $13,026,000.

Base Contract – UHF Equipment & Services	$ 9,612,000
Financing Cost	$ 2,144,000
Subtotal Base Contract & Financing	$11,756,000
Optional IP Station Alert System	$ 1,270,000
Total Base, Financing, & Optional Equipment	***$13,026,004***

Track Record/Monitor

This contract is utilized by MDFR and the contract manager is Fernando Fernandez, Assistant Fire Chief. Fred Simmons of the Internal Services Department is the Senior Contracting Officer.

Delegated Authority
If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, contract modifications, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

Due Diligence
Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status and review of performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Vendor(s) Recommended for Award

Vendor	Principal Address	Principal
Motorola Solulions, Inc.	8000 West Sunrise Blvd, MD 42-14B Plantation, FL	Marshall Wright

Applicable Ordinances and Contract Measures
- The two percent User Access Program provision applies and will be collected on all purchases.
- The Living Wage Ordinance does not apply.
- Regulatory and Economic Resources (RER) reviewed the contract and did not place measures.
- Bid Preference and Local Preference ordinances do not apply

Background
The Federal Communications Commission's (FCC) Public Notice, DA 11-1189 (released July 13, 2011), and 47 C.F.R. § 1.925 requires the County to narrowband its radio stations operations by January 1, 2013. Miami-Dade County has been actively narrowbanding County operations in the 150-174 Megahertz (MHz) and 421-512 MHz spectrums. To date, the County has migrated its Fire and Rescue non-infrastructure frequencies to the 12.5 Kilohertz (KHz) technology as mandated by FCC. The County, however, will need additional time to migrate its public safety infrastructure for Fire and Rescue services because of the complex nature of the County's system and the technical challenges presented by narrowbanding the frequencies used to ensure public safety. Miami-Dade County encompasses more than 2,000 square miles (larger than the states of Rhode Island and Delaware) and is served and protected by the largest fire department in the southeastern United States.

The UHF radio system has 36 radio sites all of which are necessary to provide MDFR with the required level of in-building signal penetration. The County's MDFR UHF radio system provides a Delivered Audio Quality (DAQ) that meets or exceeds 3.0 (as measured using standards in TSB 88, 2008) in residential and medium commercial occupancies. In addition to its remarkable signal strength, the analog system allows firefighters to utilize a hybrid form of direct mode (simplex) communications permitting direct mode transmissions on the fire ground while still allowing monitoring of fire dispatcher communications on a single channel. This safety feature permits low-powered portable radios that are unable to reach the systems infrastructure to connect with other onsite radios and still hear emergency communications, such as an evacuation order from fire dispatch.

The County has also already made significant progress on the narrowbanding of its MDFR facilities. All equipment purchased for MDFR since 2004 is narrowband capable, including infrastructure, mobile and handheld radios. All 14 non-infrastructure frequencies have been narrowbanded with only those used for

dispatch and tactical operations remaining at 25 kHz bandwidth. The process of narrowband system redesign began in 2010, which includes adding eight new transmit sites and converting eight receive-only sites to transmit sites, which will provide for a total of 32 transmit sites. Additionally, two new receive-only sites will be constructed, providing for a total of 15 receive-only sites. Upon project completion, the system will have a total of 47 radio sites, five of which will require erecting new monopoles. In addition to the new UHF infrastructure, an 18-point microwave system will be built to bridge from the current 16-site system, which will provide reliable backhaul for the additional transmit sites.

Unlike many sections of the country, residential homes and commercial buildings in South Florida are almost exclusively constructed of reinforced concrete block and concrete. Additionally, many commercial buildings have metal roofs. Both of these materials create challenges for radio signal penetration. Additionally, firefighters do not always operate in a standing upright position. The hazards of structural firefighting forces firefighters to the ground, frequently burying their radio and antenna under their body and heavy equipment. This places the antenna in a horizontal position and doesn't allow the firefighter the luxury of holding the microphone in a position conducive to radio transmission. This, combined with the typical loud sounds associated with a burning building, in search and rescue and structural firefighting operations create an environment that without the necessary high level of signal strength, would leave the firefighter without his virtual lifeline.

The County's scope of work under the contract with Motorola requires fourteen months (14) months to complete the work to narrowband the County's UHF radio system. Aside from a significant amount of infrastructure build-out, all current repeaters will need to be reconfigured and over 1,000 mobile and handheld user radios will need to be reprogrammed. While all current radio equipment is narrowband capable, moving to 12.5 kHz without the necessary bolstering of the system will create a life safety risk.

Additionally, MDFR is required by National Fire Protection Association (NFPA) 1221 to have a secondary station alerting mechanism for the notification of fire response units. MDFR presently has an alerting system that utilizes the UHF radio system to signal fire and rescue trucks that an emergency called is being dispatched. This proposed secondary system will utilize the intranet, thus being IP-based and will allow for the automated dispatch of units locally in fire stations and via the UHF radio system. Local dispatch will decrease response times, minimize utilization of "air time" on the radio system, and automation will provide a more uniformed announcement of calls. This requirement is included as an option in the contract.

The narrowbanding project will commence upon contract approval and execution.

Genaro "Chip" Iglesias
Chief of Staff/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: September 18, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(E)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(E)(1)

9-18-12

RESOLUTION NO. R-734-12

RESOLUTION AUTHORIZING WAIVER OF FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE BY A TWO-THIRDS (2/3) VOTE OF THE BOARD MEMBERS PRESENT FOR AN AGREEMENT IN THE AMOUNT OF $13,026,000 WITH MOTOROLA SOLUTIONS, INC., TO OBTAIN UHF NARROWBANDING SERVICES FOR MIAMI-DADE FIRE RESCUE, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION OPTIONS AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board waives formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds (2/3) vote of the Board members present and approves an agreement in the amount of $13,026,000 with Motorola Solutions, Inc., in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**absent**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of September, 2012. This resolution shall become effective upon the earlier of (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Contract No. BW9644-0/14: UHF System Narrowbanding
LEASE

THIS AGREEMENT made and entered into as of this _____ day of _____, 2012, by and between Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, having a Florida office at 8000 W. Sunrise Blvd. MD 42-148, Plantation, Florida, 33322 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide a UHF System Narrowbanding, on a non-exclusive basis, that shall conform to the Scope of Work ("SOW") (Appendix A); and all associated documents, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 23, 2012, hereinafter referred to as the "Contractor's Proposal" or Exhibit C, which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such UHF System Narrowbanding equipment and software for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) "Acceptance Tests" mean those tests described in the Acceptance Test Plan.

b) "Administrative User Credentials" mean an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. County's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

c) "Beneficial Use" mean when County first uses the System for operational purposes (excluding training or testing).

d) "Contract" or "Agreement" to mean collectively these terms and conditions, the SOW (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, and the Contractor's Proposal.

e) "Contractor Confidential Information" mean all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient.

The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

f) "Contract Date" mean the date on which this Agreement is effective.

g) "Contract Manager" means Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.

h) "Contract Price" means the price for the System.

i) "Contractor" means Motorola Solutions, Inc. and its permitted successors and assigns.

j) "Contractor Software" means Software that Contractor or its affiliated company owns.

k) "Days" will mean Calendar Days.

l) "Deliverables" will mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

m) "Directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

n) "Effective Date" means that date upon which the last Party executes this Agreement.

o) "Equipment" means the equipment that County purchases from Contractor under this Agreement. Equipment that is part of the System is described in the Equipment List.

p) "Extra Work" or "Additional Work" mean work resulting in additions or deletions or modifications to the amount, type or value of the Equipment, Work and Services as required in this Contract, as directed and/or approved by the County.

q) "Force Majeure" mean an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity; strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

r) "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Contractor or the Contractor Software directly infringes a United States patent or copyright.

s) "Non-Contractor Software" means Software that another party owns.

t) "Open Source Software" (also called "freeware" or "shareware") mean software with either freely obtainable source code, license for modification, or permission for free distribution.

u) "Project Manager" for the County to mean the County Mayor or the duly authorized representative designated to manage the Project.

v) "Proprietary Rights" mean the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Contractor under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Contractor or another party.

w) "Software" means the Contractor Software and Non-Contractor Software, in object code format that is furnished with the System or Equipment.

x) "Specifications" means the functionality and performance requirements that are described in Exhibit C.

y) "Statement of Work or "SOW" means the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

z) "Subcontractor" or "subconsultant" means any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

aa) "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

bb) "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.

cc) "System Acceptance" means the Acceptance Tests have been successfully completed.

dd) "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

ee) "Work", "Services" "Program", or "Project" mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) any amendments to these terms and conditions, 2) these terms and conditions; including the Exhibits and UHF System Narrowbanding Financing Plan, 3) the SOW (Appendix A), and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to

that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) The Contractor shall provide the Equipment, Software and Services set forth in the SOW, and render full and prompt cooperation with the County in all aspects of the Equipment and Services performed hereunder.

c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Equipment, Software, Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Equipment, Software, Work and Services that are necessary for the completion of this Contract. All Equipment, Work Software, and Services shall be accomplished at the direction of the County's Project Manager in accordance with the terms of this Agreement.

e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the SOW. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Equipment, Software, Work, and Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

f) During the Warranty Period, in addition to warranty services, Contractor will provide

maintenance services for the Equipment and support for the Contractor Software pursuant to the SOW set forth in Exhibit D. Those services and support are included in the Contract Price. If County wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If County wishes to purchase extended support for the Contractor Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Contractor's standard Service Terms and Conditions, together with the appropriate SOW.

g) MOTOROLA SOFTWARE. Any Contractor Software, including subsequent releases, is licensed to County solely in accordance with the Software License Agreement. County hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

h) NON-MOTOROLA SOFTWARE. Any Non-Contractor Software is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Contractor the right to sublicense the Non-Contractor 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. Contractor makes no representations or warranties of any kind regarding Non-Contractor Software. Non-Contractor Software may include Open Source Software. All Open Source Software is licensed to County in accordance with, and County agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by County, Contractor will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to County a copy of the applicable standard license (or specify where that license may be found); and provide to County a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

i) SUBSTITUTIONS. At no additional cost to County, Contractor may substitute any Equipment, Software, or services to be provided by Contractor, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the County. Any substitution will be reflected in a change order.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the Effective Date, and shall continue through the last day of the 26th month after the Effective Date. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered, Certified Mail or overnight courier, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami Dade County
Fire Department
Attention: Greg Rubin, Communications Division Chief
9300 N.W. 41st Street
Miami, FL 33178
Phone: 786-336-6672
grubin@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Attention: Lourdes Sori
Phone: 305-205-8444
E-mail: Lourdes.Sori@motorolasolutions.com

cc: Judy Jean-Pierre
Commercial Counsel
Law Department
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196
Judy.Jean-Pierre@motorolasolutions.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR EQUIPMENT AND SERVICES/AMOUNT OBLIGATED

a) The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Equipment, Software, Work and Services to be performed under this Contract. The compensation for all Equipment, Software, Work and Services performed under this Contract, including all costs associated with such Equipment, Software, Work and Services, shall be in the total amount of ELEVEN MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND FOUR DOLLARS ($11,756,004). Additionally, the County will pay a lease financing fee for the equipment and services of ONE MILLION THREE HUNDRED SIX THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS AND SEVENTY-FOUR CENTS ($1,306,222.74). If the IP Station Alerting System option is exercised by the County (Not to exceed

$1,270,000), the maximum contract amount will be $13,026,004. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

b) All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

c) With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

a) Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

b). FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title to the Equipment will pass to Customer upon acceptance of the delivery of the equipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon acceptance of delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

c) Contractor has priced the Services, Software, Work, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

a) The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Equipment, Software Work, and Services, the maximum Contract Price in U.S. dollars is $13,026,004. The Contract Price will be paid via the disbursements of the financed proceeds pursuant to the attached Exhibit B, Payment Schedule, and the Equipment Lease-Purchase Agreement, executed between the parties. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

b) Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor and shipments will be delivered to the County as follows:

Miami-Dade County
Fire Department
Attention: Greg Rubin, Communications Division Chief
9300 N.W. 41st Street
Miami, FL 33178
Phone: 786-336-6672
grubin@miamidade.gov

The County may at any time designate a different address and/or contact person by giving

written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

a) The Contractor shall indemnify and hold harmless the County and its officers and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions in the name of the County, where applicable, including appellate proceedings, and shall pay all court awarded costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers and employees and instrumentalities as herein provided.

b) Prior to the County's Board approval, the Contractor shall furnish to the County's Internal Services Department, Procurement Management Division, a Certificate of Insurance that indicates that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Commercial General Liability insurance on a comprehensive basis with a $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Equipment and Services, in an amount of $1,000,000, combined single limit per occurrence for bodily injury and property damage.

c) The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

d) The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.(Normally required by County's Risk Management))

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

e) Motorola will mail a thirty (30) day written advance notice to the certificate holder if the insurance is going to be canceled. In addition, the Contractor hereby agrees not to modify the insurance coverage for the County without thirty (30) days' written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

f) The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificate to the County, which shall indicate no lapse in coverage has occurred. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including court awarded attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, with cause, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

a) The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

b) The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the SOW; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning

the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor or designee, may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor or designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law and in equity after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the SOW. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

a) The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

b) Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs. Unless mandated by law and/or Court Order, Contractor will not be required to disclose its confidential and proprietary costs or pricing data, which data is not disclosed to customers.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information. This Article does not apply to any assumptions, parameters, projections, estimates or explanations of which the County intentionally misrepresented to Contractor.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. SITES AND SITE CONDITIONS

a) ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, County will provide a designated project manager; and access to the work sites or vehicles identified in Exhibit C as reasonably requested by Contractor so that it may

perform its duties in accordance with the Performance Schedule and SOW. If the SOW so indicates, Contractor may assist County in the local building permit process.

b) SITE CONDITIONS. County will ensure that all work sites it provides will be safe, secure,. Before installing the Equipment or Software at a work site, Contractor may inspect the work site and advise County of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

c) SITE ISSUES. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and, if necessary, select replacement sites or adjust the installation plans and specifications. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Article 24. SYSTEM ACCEPTANCE

a) COMMENCEMENT OF ACCEPTANCE TESTING. Contractor will provide to County at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan, Exhibit B.

b) SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If County believes the System has failed the completed Acceptance Tests, County will provide to Contractor a written notice that includes the specific details of the failure. If County does not provide to Contractor a failure notice within sixty (60) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

d) BENEFICIAL USE. County acknowledges that Contractor's ability to perform its implementation and testing responsibilities may be impeded if County begins using the System before System Acceptance. Therefore, County will not commence Beneficial Use before System Acceptance without prior written notification to the Contractor. Upon commencement of Beneficial Use, County assumes responsibility for the use and operation of the System.

e) FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Article 25. REPRESENTATIONS AND WARRANTIES

a) SYSTEM FUNCTIONALITY. Contractor represents that the System will perform in

accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled, and the system warranty period will commence. Contractor is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Contractor which is attached to or used in connection with the System or for reasons or parties beyond Contractor's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or inter-modulation; or County changes to load usage or configuration outside the Specifications.

b) EQUIPMENT WARRANTY. During the Warranty Period, Contractor warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months shipment of the Equipment by events or causes within County's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

c) CONTRACTOR SOFTWARE WARRANTY. Motorola shall provide software warranty for one year after System Acceptance has been approved by the County. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Contractor warrants the Contractor Software in accordance with the terms of the Software License Agreement that are applicable to the Contractor Software. If System Acceptance is delayed beyond six (6) months after shipment of the Contractor Software by events or causes within County's control, this warranty expires eighteen (18) months after the shipment of the Contractor Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

d) EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Contractor Software in other than its normal, customary, and authorized manner; accident, liquids, neglect by the County, or acts of God; maintenance, disassembly, unauthorized repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; County's failure to comply with all applicable industry OSHA-equivalent standards (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

e) WARRANTY CLAIMS. To assert a warranty claim, County must notify Contractor in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor will (at its option and at no additional charge to County) repair the defective Equipment or Contractor Software, or replace it with the same or equivalent product. Repaired or replaced product is warranted for the balance of the original applicable warranty period. The original item that is replaced will become the property of Contractor; the replacement will be the property of the County.

f) ORIGINAL END USER IS COVERED. These express limited warranties are extended by Contractor to the original user purchasing the System for governmental use only, and are not assignable or transferable, except as set forth in this Agreement.

g) DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 26. TERMINATION AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct costs associated with such termination or cancellation, including reasonable attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;

   v. take no action which will increase the amounts payable by the County under this Agreement; and

f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:

   i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

ii. products shipped and non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

g) All compensation pursuant to this Article is subject to audit.

ARTICLE 27. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis;

ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

i. treat such failure as a repudiation of this Agreement; and

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data for which it has paid Contractor.

ARTICLE 28. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and allow the Contractor to rectify the default in accordance with the terms of this Agreement within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 29. REMEDIES IN THE EVENT OF DEFAULT

a) If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

   i) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement Services; and

   ii) such other direct damages documented and proven.

b) The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 30. PERFORMANCE AND PAYMENT BONDS

a) Motorola agrees to provide a payment and a performance bonds in the amounts identified below, within ten (10) days of contract execution to the County to ensure performance of the Work and Services under this Contract.

b) CONTRACT BONDS

The Contractor shall furnish the following Bond(s) at its own expense:

(i) Performance Bond – In an amount equal to one hundred percent (100%) percent of the Contract Sum. The Performance Bond does not apply to the warranty obligations under the Contract. The Surety(ies) on the Performance Bond will not be defaulted for opting not to provide a Warranty Bond. The Performance Bond shall be in effect from Notice to Proceed (NTP) and remain effect until Final Project Acceptance.

(ii) Payment Bond – In the amount of One Hundred percent (100%) of the Contract Sum in accordance with the Contract documents. The Payment Bond shall remain in effect from NTP until 60 days after Final Project Acceptance.

(iii) Surety Bond Qualifications: The following specifications shall apply to the performance, and payment bonds.

(A) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of

Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey:

Bond Amount			Best Rating	
$500,001	to	$1,500,000	B	V
$1,500,001	to	$2,500,000	A	VI
$2,500,001	to	$5,000,000	A	VII
$5,000,001	to	$10,000,000	A	VIII
Over		$10,000,000	A	IX

On bond amounts of $500,000 or less, the provisions of Section 287.0935, Florida Statutes (1991) shall be in effect and Surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. The Surety is licensed to do business in the State of Florida;

2. The Surety holds a certificate of authority authorizing it to write surety bonds in the state;

3. The Surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;

4. The Surety is otherwise in compliance with the provisions of the Florida Insurance Code; and

5. The Surety holds a currently valid certificate of authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

(B) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

(C) The attorney in fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The Contract bond must be countersigned by the surety's resident Florida agent.

(D) The Contractor may, in lieu of a surety performance bond, and surety payment bond may submit two (2) cash bonds or bank letters of credit, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Plans, Specifications and the completion of the same free from all liens and within the time limit herein specified; the said Bonds shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for those benefits. Said bond shall be executed as disclosed by the text of said Bonds and Contract to the same extent as if he or they were the obligee therein specifically mentioned, and all such persons shall be held or deemed to the obligee thereof.

(E) The Contractor shall promptly make payments in accordance with County Ordinance 94.40 (Prompt Payment) to all subcontractors, or any other entity, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract Documents, and in the times and manner prescribed in the Contract Documents; and

(F) If the Contractor fails to make payments to any subcontractor, or any other entity, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract Documents, and in the times and manner prescribed in the Contract Documents, then subcontractor, or any other entity shall have a right of action against the Contractor and the Surety for the amount it is due. Such action shall not involve the County in any expense. The Contractor shall pay the County for all losses, damages, costs, and attorney's fees, including appellate proceedings that the County sustains because of a failure by Contractor to make any such payments.

(G) A subcontractor, or any other entity as identified above, except a laborer, who is not in privity with the Contractor and who has not received timely payment for its labor, materials, or supplies may, within 60 days after performance of the labor or after complete delivery of the materials or supplies, and issuance of a properly submitted invoice, deliver to the Contractor and to the Surety written claim advising of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for labor, materials or supplies may be instituted against the Contractor or the Surety unless notice has been given. No action shall be instituted against the Contractor or the Surety on the bond after 90 days from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance its right to bring an action under the bond against the Surety.

(H) Provisions of the Bonds shall not limit, in any way, any liability of the Contractor to the County.

(I) Alterations, extensions of time, waiver of contractual provisions, extra and additional work, advance payments and other changes to the Contract Documents may be made without securing the consent of the Surety or Sureties for the Bonds. Such changes shall not, however, alter the Surety's or Sureties' responsibility relating to the Bonds.

(J) The Contractor may substitute Letters of Credit for the Performance and/or Payment Bond(s). LOCs shall be drawn on a financial institution, which is federally insured and authorized to do business in the State of Florida. Provisions of the LOCs shall not limit, in any way, any liability of the Contractor to Miami-Dade County in the performance of the Work.

ARTICLE 31. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor shall not directly infringe on any copyrights, trademarks, or misappropriation of service marks and trade secrets of third party proprietary rights in the performance of the Work.

b) In the event that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, directly infringe upon or violate any copyrights, patent rights, or the misappropriation of trademarks or service marks of third party proprietary rights, Contractor will defend at its expense any suit brought against County to the extent it is based on a third-party claim alleging that the Equipment manufactured by Contractor or the Contractor Software ("Contractor Product") directly infringes a United States patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: County promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against County by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

c) If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for County the right to continue using the Contractor Product; or (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; (c) Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs or specifications, , if the alleged infringement would not have occurred without such designs, or specifications; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by County to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. or (g) the failure by County to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement that does not materially diminish the performance or functionality of the system. In no event will Contractor's liability resulting from its indemnity obligation to County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from County from sales or license of the infringing Contractor Product.

ARTICLE 32 LIMITATION OF LIABILITY

Except for personal injury, death or tangible property damage, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise

relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

ARTICLE 33. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, custom made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute "County Confidential Information" and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all county employee information and County financial information shall be considered County Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such County Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such County Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the County Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the County Confidential Information.

d) It is understood and agreed that in the event of a breach of this Article, damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such County Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 34. MOTOROLA CONFIDENTIAL INFORMATION

a) Confidentiality Obligation. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by Florida law, the County will (i) not disclose Contractor Confidential Information to any third party; (ii) restrict disclosure of Contractor Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Contractor Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Contractor Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Contractor Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized

use or disclosure of the Contractor Confidential Information and take reasonable steps to regain possession of the Contractor Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Contractor Confidential Information as needed to fulfill this Agreement.

b) If the County is required to disclose Contractor Confidential Information pursuant to applicable law, statute, or regulation, or court order, the County will give to the Contractor prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the County determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Contractor Confidential Information specifically required and only to the extent required to do so.

c) Confidential Exceptions. The County is not obligated to maintain as confidential, Contractor Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the County prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

d) Ownership and Retention. All Confidential Information remains the property of the Contractor and will not be copied or reproduced without its express written permission, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, the County will return all Contractor Confidential Information to Contractor along with all copies and portions thereof, or certify in writing that all such Contractor Confidential Information has been destroyed. No license, express or implied, in the Contractor Confidential Information is granted other than to use the Contractor Confidential Information in the manner and to the extent authorized by this Agreement. The County warrants that it is authorized to disclose any Contractor Confidential Information it discloses pursuant to this Agreement.

ARTICLE 35. PROPRIETARY INFORMATION OF THE COUNTY

a) As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

b) The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

c) During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

d) The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 36. PROPRIETARY RIGHTS OF COUNTY- OWNED DOCUMENTATION

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors 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 the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the SOW. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County.

ARTICLE 37. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Non-Contractor Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to County the Equipment, Software, or related services remain vested exclusively in Contractor, and this Agreement does not grant to County any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Contractor does not grant to County, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. County will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

ARTICLE 38. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 39. INSPECTOR GENERAL REVIEWS

a) Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

b) Miami-Dade County Inspector General Review

(i) According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

(ii) Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local

government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

c) Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

d) Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 40. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

l) The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 41. NONDISCRIMINATION

a) During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

b) By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 42. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 43. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 44. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 45. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 46. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 47. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

(i) Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

(ii) The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

(i) Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

(ii) For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

(ii) The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 48. TERMINATION FOR CONVENIENCE OF MIAMI-DADE COUNTY

a) The Agreement may be terminated by the County in accordance with this provision in whole, or in part, whenever the County determines that such termination is in its best interests. Any such determination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective.

b) After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

(i) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

(ii) Place no further orders or subcontracts for materials, services or equipment, except as may be necessary for completion of such portion of the Work not terminated;

(iii) Terminate all orders and subcontracts to the extent that they relate to the terminated portion of the Agreement;

(iv) Assign to the County, in the manner, at the time, and to the extent directed by the County, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, in its sole discretion, to settle or pay any claims arising out of the termination of such orders and subcontracts;

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval of the County, which approval shall be final for all the purposes of this provision;

(vi) Transfer title and deliver to the County in the manner, at the times, and to the extent directed by the County:

a. The fabricated or non-fabricated parts, work in process, completed work, supplies and other material or equipment procured as a part of, or acquired in connection with the performance of, the portion of the Agreement terminated; and

b. The completed or partially completed plans, drawings, data, information, and other property which, if the Agreement had been completed, would have been required to be furnished to the County;

(vii) Use its best efforts to sell, in the manner, at the time, to the extent, and at the price or prices directed or authorized by the County, any property provided, however, that:

a. The Contractor will not be required to extend credit to any purchasers;

b. The Contractor may acquire any such property under the conditions prescribed by and at a price or prices approved by the County; and

c. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor under the Agreement or shall otherwise be credited to the price or cost of the Work or paid in such manner as the County may direct.

(viii) Complete performance of such portion of the Agreement as was not terminated by the Notice of Termination; and

(ix) Take such action as may be necessary, or as the County may direct, for the protection and preservation of the property related to this Agreement, which is in the possession of the Contractor and in which the County has or may acquire an interest, until the effective date of termination.

c) After receipt of a Notice of Termination, the Contractor shall submit to the County its termination claim, if any, in the form and with the certification prescribed by the County. Such claim shall be submitted promptly but in no event later than one year from the date of termination. The failure of the Contractor to submit its termination claim within the time specified shall preclude the recovery of any costs or damages incurred by the Contractor as a result of the total or partial termination of the Agreement.

d) The Contractor and the County may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of the Agreement, which amount or amounts may include a reasonable allowance for profit on the portion of the Agreement performed; provided, that such agreed upon amount or amounts, shall not exceed the total Contract Sum as reduced by the amount of payment otherwise made and as further reduced by the portion of the Agreement not performed. No claims for lost or anticipated profit shall be allowed for the terminated portion of the Agreement.

e) If an agreement is reached by the Contractor and the County upon the amount to be paid the County by reason of the termination of the Agreement, the Agreement shall be amended accordingly, and the Contractor shall pay the County the agreed amount. In the event of failure of the Contractor and the County to agree upon the whole amount to be paid to the County by reason of the termination of the Agreement, the process pursuant to Article 14 shall engage.

f) In the event of submission of a timely termination claim by the Contractor and the failure of the Contractor and the County to agree upon the amount to be paid to the Contractor by reason of a termination, the County will determine, based on the information available to the County, the amount, if any, due to the Contractor by reason of the termination and will pay to the Contractor the amounts determined as follows:

(i) With respect to all work performed on the terminated portion of the Agreement, prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

(A) The cost of acceptable work performed, except defective work, and materials delivered;

(B) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders; and

(C) Reasonable profit for the portion of the Agreement performed but no lost or anticipated profit on the portion of the Agreement not performed, if applicable.

(D) The reasonable cost of the preservation and protection of property incurred.

g) The total sum to be paid to the County will not exceed the Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the value of that portion of the Agreement not performed.

h) In arriving at the amount due the County under this provision, there shall be deducted:

(i) All payments made to the County by the Contractor applicable to the terminated portion of the Agreement; and
(ii) The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, and not otherwise recovered by or credited to the

County.

ARTICLE 49. ASSIGNABILITY AND SUBCONTRACTING

Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Contractor may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of County. In addition, in the event Contractor separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Contractor may, without the prior written consent of the other Party and at no additional cost to Contractor, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Contractor and its affiliates, to the extent applicable) following the Separation Event. Contractor may subcontract any of the work, but subcontracting will not relieve Contractor of its duties under this Agreement.

ARTICLE 50. ADMINISTRATOR LEVEL ACCOUNT ACCESS

Contractor will provide County with Administrative User Credentials. County agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. County is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. County may be asked to provide valid Administrative User Credentials when in contact with Contractor System support. County understands that changes made as the Administrative User can significantly impact the performance of the System. County agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Contractor's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Contractor provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Contractor will be entitled to bill County and County will pay Contractor on a time and materials basis for resolving the issue.

ARTICLE 51. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Motorola Solutions, Inc.	Miami-Dade County
By: _____	By: _____
Name: Marshall Wright	Name: _____
Title: MSSSI Vice President/Director, Sales	Title: _____
Date: 7/3/12	Date: _____
Attest: _____ Corporate Assistant Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency _____ Assistant County Attorney

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Miami-Dade County ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Contractor Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make

one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of one-year from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software will accomplish the same objective.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

INTENTIONALLY OMITTED

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no

software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B

Payment Schedule

Total Contract Price in U.S. Dollars is $9,612,000. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1) 20% of Contract Price upon Execution
2) 10% of Contract Price upon CDR
3) 40% of Contract Price upon equipment delivery, as delivered
4) 20% of Contract Price upon installation of equipment,
5) 5% of Contract Price upon Conditional Acceptance
6) 5% of Contract Price upon Final System Acceptance

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

SECTION 3
MIAMI-DADE FIRE RESCUE

STATEMENT OF WORK

UHF NARROWBANDING — REVISED APRIL 23, 2012

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SECTION 3

STATEMENT OF WORK

3.1 CONTRACT

3.1.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.
- Secure all collocation space agreements and leases in a timely manner.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

3.1.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

3.2 CONTRACT DESIGN REVIEW

3.2.1 Review Contract Design

Motorola Responsibilities:

- Meet with MDFR project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to MDFR for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Finalize site development plans.
  - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
  - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- Provide MDFR with the services and support required and to complete required forms to file for APCO coordination and any other required FCC licensing.
- Work with MDFR to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by MDFR and documented through the change order process.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Secure collocation space agreements and leases in a timely manner.
- Frequency Licensing and Interference:
  - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.2.2 Design Approval (Milestone)

- MDFR executes a Design Approval milestone document.

3.3 ORDER PROCESSING

3.3.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with MDFR the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Bridge the equipment order to the manufacturing facility.

3.4 MANUFACTURING

3.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to field

3.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Manufacture (third-party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field System Installation

3.4.3 Install Fixed Network Equipment at Existing Sites

Motorola Responsibilities:

- Receive and inventory all equipment.
- Create new T1 Channel Plan.
- Install UPS systems at the following existing sites:
  - Miami, Met, SW, TCC, FS9, FIU, FS36, FS54, HRT, AQU, PFPL, PVP.
- Install TX antennas at the following existing sites:
  - SW, FS9, FS36, FS54, HRT, AQU, PFPL, PGH, PVP.
- Install new RF filters at the following existing sites:
  - MIA, MET, SW, TCC, FS9, FIU, FS36, FS54, HRT, AQU, PFPL, PVP, TGK (2), FHP (1), PRYD (3).
- Install new transmitter GTR 8000s at the following existing sites:
  - MIA (3), MET (2), SW (2), TCC (2), FS9 (2), FIU (5), FS36 (4), FS54 (3), HRT (2), AQU (3), PFPL (2), PVP (3).
- Remove ASTRO-TAC receivers at the following existing sites:
  - MIA (3), CGFS (1), FIU (4), FS36 (4), FS54 (3), HRT (3), MIC (1), AQU (3), PFPL (3), PVP (3), SDGB (3).
- Remove QUANTAR transmitter at the following existing sites:
  - HWT (1), K&B (1), RNAS (1), TG (1).
- Install new Voting TeNSr at the following existing sites:
  - K&B(1),PSN(1),TCC(1),IC(1),CAB(1).

- Upgrade TeNSr at the following existing sites:
  - MIA (1), Met (1), SW (1), TCC (1), TGK (1), FS9 (1), FHP (1), FIU (1), FS36 (1), HRT (1), AQU (1), PVP (1).
- Expand Voters at the following existing sites:
  - PSN (2), TCC (2), IC (1).
- Replace QUANTAR to GTR8000 for the following channels:
  - Med Channels (2, 4, 6, 8).
- Expand the DigiTAC comparator at 5 of the existing Prime sites (IC, PSN, TCC, CAB, K&B).
- Replace 2 QUANTARs to GTR8000 on the Airport channel.
- Replace 3 QUANTARs for 3 GTR 8000s for Air Rescue (CAB, HWT, TG).

3.4.4 Install Fixed Network Equipment at New Sites

- Create new T1 Channel Plan.
- Install new Tx antennas at the following new sites:
  - ATC (1), FS68 (1), FS37 (1), T41 (1), CT (1).
- Install new Rx antennas at the following new sites:
  - ATC (1), FS68 (1), FS (37), FS34 (1), FS69 (1), FS25 (1).
- Install new Transmit Combiners and filters the following new sites:
  - ATC, FS68, FS37, T41, CT.
- Install new GTR 8000s at the following new sites:
  - ATC (3), FS68 (5), FS37 (2).
- Install new ASTRO-TAC receivers at the following new sites:
  - FS34 (2), FS69 (8), FS25 (3), T41, CT.
- Install new Receiver Multi-Couplers at (T41, CT).
- Install new TeNSr channel banks at (T41, CT).
- Install new TRAK GPS Time and Frequency references at (T41, CT).
- Install 3 QUANTARs and optimize at (T41, CT).

3.4.5 MOSCAD Integration for Tx Sites

- Connect MOSCAD to TeNSr channel banks at 5 sites.
- Connect MOSCAD to TRAK GPS Time and Frequency references at 5 sites.
- Connect MOSCAD to 5 new GTR 8000s at (ATC).
- Connect MOSCAD to 5 QUANTARs (FS68).
- Connect MOSCAD to 2 QUANTARs at (FS37).
- Connect MOSCAD up to 3 new GTR 8000s at (T41, Council Tower).
- Update the programming in the MOSCAD server and perform ATP.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Interface to circuits.
- Update the programming in the MOSCAD Server and perform ATP.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Interference:
  - Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Customer Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Arrange for needed T1 lines, per the T1 plan, to be installed at sites.
- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

3.4.6 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

3.4.7 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

3.5 SYSTEM OPTIMIZATION

3.5.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment.
- Motorola and its subcontractors optimize each subsystem.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the system.
- Install and integrate the RF sites with the system, then optimize and activate the sites.

Customer Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- System FNE optimization is complete.

3.5.2 Link Verification

Motorola Responsibilities:

- Perform 24-hour BER test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- Make available the required links, which meet the specifications supplied by Motorola at the CDR.

3.5.3 Completion Criteria:

- Link verification successfully completed.

3.5.4 Optimization Complete

- System optimization is completed. Motorola and MDFR agree that the equipment is ready for acceptance testing.

3.6 AUDIT AND ACCEPTANCE TESTING

3.6.1 Perform R56 Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests.

Completion Criteria:

- All R56 audits completed successfully.

3.6.2 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system and record data to verify compliance to the equipment specifications.

Customer Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.

3.6.3 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

3.6.4 Perform Coverage Testing

3.6.4.1 Coverage Testing

This proposal includes Motorola standard automated testing. MDFR will provide vehicles and personnel for this portion of the testing. Motorola personnel will conduct the automated testing and data compilation. Data will solely be compiled at the end of this testing phase.

Once the automated testing is complete, Motorola will provide the required equipment to MDFR for 120 days, at no additional cost, during which MDFR will run voice quality tests. If MDFR requires the equipment for greater than 120 days, a per-month charge for the equipment is included in the pricing section. Any grids not tested will be considered passed at the end of 240 days; Motorola reserves the right to retest any failed grid.

The testing procedure and criteria is detailed in Exhibit A.

Motorola Responsibilities:

- Motorola and MDFR determine the required number of test vehicles for simultaneous testing of multiple service areas.
- Submit test reports at completion of automated testing.
- Document all issues that arise during the coverage testing.
- Motorola will conduct automated testing with MDFR. Motorola will not be involved in the subjective voice quality coverage testing.
- Motorola will provide the testing equipment to MDFR per the parameters stated above.

Customer Responsibilities for:

- Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.
- Conduct voice quality testing.

Completion Criteria:

- Successful completion of the coverage testing and approval by the Customer.

3.6.5 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

3.7 FINALIZE

3.7.1 Cutover

Motorola Responsibilities:

- Motorola and MDFR develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.
- Coordinate with MDFR to prepare a cutover programming template for all subscriber radios.
- Program subscribers for cutover. Each Subscriber will be programmed only once.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Coordinate logistics to support programming.
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been programmed to Narrowband

Completion Criteria:

- Successful system wide transition from wideband operation to narrowband operation.

3.7.2 Resolve Punchlist

Motorola Responsibilities:

- Work with MDFR to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

3.7.3 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System-Level Diagram.
  - Site Block Diagrams.
  - Site Floor Plans.
  - Site Equipment Rack Configurations.
  - Antenna Network Drawings for RF Sites.
  - ATP Test Checklists.
  - Functional Acceptance Test Plan Test Sheets and Results.
  - Equipment Inventory List.

  Drawings will be delivered in Adobe PDF format.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

3.7.4 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

3.8 PROJECT ADMINISTRATION

3.8.1 Project Status Meetings

Motorola Responsibilities:

- Once a month, Motorola Project Manager, or designee, will hold a project status meeting with the Customer, as determined during the CDR.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either MDFR or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

3.8.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- MDFR approval of the Milestone Completion document(s).

3.8.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.9 CIVIL WORK – NEW SITES

3.9.1 Site Development at FS 25 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new tower to be used for antennas – 100-foot concrete monopole.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC, from the tower to the shelter (up to 20 linear feet).

Tower Work

- Erect new 100-foot concrete monopole tower.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 130 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's "Standards and Guidelines for Communications Sites" (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.2 Site Development at FS34 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Install new tower to be used for antennas – 150-foot monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC from the tower to the shelter (up to 20 linear feet).

Tower Work

- Erect new 150-foot monopole tower.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's "Standards and Guidelines for Communications Sites" (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.3 Site Development at FS37 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new tower to be used for antennas – 100-foot concrete monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC from the tower to the shelter (up to 70 linear feet).

Tower Work

- Erect new 100-foot concrete monopole tower.

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 230 linear feet of 7/8-inch transmission line.
- Install up to 230 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Construct a new room of drywall construction (not to exceed 85 square feet) for installing the communications equipment (work to be done in existing weight room that is being converted to an equipment room).
- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 2 8-outlet distribution bars and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 18-inch-wide cable runway (up to 48 linear feet) inside the existing room and at the north wall adjacent to the rear garage bay entrance.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the new equipment room, to meet current Motorola's "Standards and Guidelines for Communications Sites" (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 2 fluorescent lighting fixtures inside the existing room.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.4 Site Development at FS 68 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new 4-bay equipment cabinets and foundation.
- Install fuel tank – size: 500 gallons; Type: Diesel below-ground.
- Install new generator – Size: 35 kW; Type: Outdoor.
- Install new tower to be used for antennas – 150-foot monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.

- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Research permit requirements (building, utility, construction, and FAA permits) for the construction of the proposed site, and determine if the permits are required. If a permit is required, Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the Customer.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform clear light brush, grub roots and dispose vegetation and shrub growth in the site compound area and a 20-foot path around it (not to exceed 4900 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 2500 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 1296 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 120 linear feet).
- Supply and install 8-foot-high chain link fencing with a 10-foot-wide gate around the compound (not to exceed 120 linear feet).
- Perform site touchup (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct 1 reinforced concrete foundation necessary for cabinet foundations.
- Construct 1 concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct 1 foundation for the 35 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 4-bay cabinet.
- Supply and install 1 500-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install 1 standby power generator (35 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install 1 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Overhead power hookup of power to the site from nearby utility termination located within 255 cable feet.
- Supply and install a perimeter grounding system around the compound tower. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the cabinet (up to 10 linear feet).

Tower Work

- Erect new 150-foot monopole tower.

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Install up to 180 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 new single-phase UPS.
- Install 1 automatic transfer switch and connect it to generator and electric main.

3.9.5 Site Development at FS69 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new tower to be used for antennas – 150-foot monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC from the tower to the shelter (up to 10 linear feet).

Tower Work

- Erect new 150-foot monopole tower.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's "Standards and Guidelines for Communications" Sites (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.6 Site Development at Tower 41 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included, customer is responsible to secure site lease.
- Zoning services – Not included.
- Existing tower to be used for antennas – 200-foot rooftop.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 150 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.

3.9.7 Site Development at Council Towers Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included, customer is responsible to secure site lease.
- Zoning services – Not included.
- Existing tower to be used for antennas – 200-foot rooftop.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 150 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 new single-phase.

3.9.8 Site Development at ATC Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included, customer is responsible to secure site lease.
- Zoning services – Not included.
- Install new 3 bay cabinet and foundation
- Existing tower to be used for antennas – 290-foot self-supported tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Perform four-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. The structural analysis does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of MDFR.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Site Components Installation

- Construct 1 reinforced concrete foundation necessary for cabinet foundations.
- Supply and install 1 3-bay cabinet.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 300 linear feet of 7/8-inch transmission line.
- Install up to 285 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase.
- Install 1 automatic transfer switch, if needed and connect it to generator and electric main.

3.10 CIVIL WORK – EXISTING SITES

These sites presently have MDFR UHF radio equipment installed. The SOW following will be an addition or modifications to these sites.

3.10.1 Site Development at Aqualina Site

Site Scope Summary:

- Engineering services for site drawings and permit approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 100 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.10.2 Site Development at FS36 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 228 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Decommission existing UPS and ancillary equipment.

3.10.3 Site Development at FS54 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 170 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install quantity 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Decommission existing UPS and ancillary equipment.

3.10.4 Site Development at FS9 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 160 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Install 1 new single-phase UPS equipment.
- Decommission existing UPS.

3.10.5 Site Development at Homestead Race Track Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 195 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Decommission existing UPS.

3.10.6 Site Development at Princeton FPL Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 350 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.10.7 Site Development at Park View Plaza Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 50 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.10.8 Site Development at Solid Waste Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 142 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.11 CUSTOMER RESPONSIBILITIES, ASSUMPTIONS, AND COMPLETION CRITERIA FOR CIVIL WORK

3.11.1 Customer Responsibilities

- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. [Note: Should the customer desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's "Standards and Guidelines for Communication Sites" (R56) discusses Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the customer does not have a copy of Motorola's "Standards and Guidelines for Communication Sites" (R56, v. 2005), one will be provided.]
- Assist Motorola with permitting for sites as owner/lessee.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Pay for the usage costs of power, leased lines, and generator fueling both during the construction/installation effort and on an ongoing basis.
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Secure clear and unencumbered title, MOU, or Lease Agreement with the property owner.
- Provide property deed or lease agreement, and existing boundary survey, and as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Provide clear and stable access road to the site for heavy-duty construction vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Provide space, HVAC, backup power (generator), outlets, grounding, surge suppression, lighting, fire suppression, and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting, and HVAC.

- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.
- Secure power connection to the room, associated permitting, and installation of a meter and disconnect within 50 feet of the proposed shelter location.

3.11.2 Assumptions

- No prevailing wage, certified payroll, mandatory union workers, or mandatory minority workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- Temporary site trailers (tower, housing, COWS, and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site has adequate electrical service. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has an adequate ground system with a ground resistance of 10 ohms or less.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The supporting structure meets all applicable EIA/TIA-222 structural requirements. Motorola has not included any cost for structural upgrades to the antenna support structure.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Extensive documentation (balloon tests, photo simulations, expert testimony, etc.) to support zoning effort for existing structures is not required.
- Alarming at existing sites will agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

3.11.3 Completion Criteria

- Site development completed by Motorola and approved by MDFR.

3.11.4 Option to Program Radios at Fire Stations

Miami Dade has approximately 70 Fire Stations; some are nearing completion. This option provides for Motorola to:

- Program fire station control station with new narrowband template.
- Conduct test of operation.
- Document test results.

SECTION 8
MIAMI-DADE FIRE RESCUE

STATEMENT OF WORK

UHF NARROWBANDING — REVISED APRIL 23, 2012

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SECTION 3

STATEMENT OF WORK

3.1 CONTRACT

3.1.1 Contract Award (Milestone)

- The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.
- Secure all collocation space agreements and leases in a timely manner.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

3.1.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

3.2 CONTRACT DESIGN REVIEW

3.2.1 Review Contract Design

Motorola Responsibilities:

- Meet with MDFR project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to MDFR for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- Finalize site development plans.
  - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
  - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
- Provide MDFR with the services and support required and to complete required forms to file for APCO coordination and any other required FCC licensing.
- Work with MDFR to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by MDFR and documented through the change order process.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Secure collocation space agreements and leases in a timely manner.
- Frequency Licensing and Interference:
  - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

3.2.2 Design Approval (Milestone)

- MDFR executes a Design Approval milestone document.

3.3 ORDER PROCESSING

3.3.1 Process Equipment List

Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's Customer Order Fulfillment (COF) system.
- Create Ship Views, to confirm with MDFR the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities:

- Approve shipping location(s).

Completion Criteria:

- Bridge the equipment order to the manufacturing facility.

3.4 MANUFACTURING

3.4.1 Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- FNE shipped to field

3.4.2 Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- Manufacture (third-party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- None.

Completion Criteria:

- Ship non-Motorola manufactured equipment to the field System Installation

3.4.3 Install Fixed Network Equipment at Existing Sites

Motorola Responsibilities:

- Receive and inventory all equipment.
- Create new T1 Channel Plan.
- Install UPS systems at the following existing sites:
  - Miami, Met, SW, TCC, FS9, FIU, FS36, FS54, HRT, AQU, PFPL, PVP.
- Install TX antennas at the following existing sites:
  - SW, FS9, FS36, FS54, HRT, AQU, PFPL, PGH, PVP.
- Install new RF filters at the following existing sites:
  - MIA, MET, SW, TCC, FS9, FIU, FS36, FS54, HRT, AQU, PFPL, PVP, TGK (2), FHP (1), PRYD (3).
- Install new transmitter GTR 8000s at the following existing sites:
  - MIA (3), MET (2), SW (2), TCC (2), FS9 (2), FIU (5), FS36 (4), FS54 (3), HRT (2), AQU (3), PFPL (2), PVP (3).
- Remove ASTRO-TAC receivers at the following existing sites:
  - MIA (3), CGFS (1), FIU (4), FS36 (4), FS54 (3), HRT (3), MIC (1), AQU (3), PFPL (3), PVP (3), SDGB (3).
- Remove QUANTAR transmitter at the following existing sites:
  - HWT (1), K&B (1), RNAS (1), TG (1).
- Install new Voting TeNSr at the following existing sites:
  - K&B(1),PSN(1),TCC(1),IC(1),CAB(1).

- Upgrade TeNSr at the following existing sites:
  - MIA (1), Met (1), SW (1), TCC (1), TGK (1), FS9 (1), FHP (1), FIU (1), FS36 (1), HRT (1), AQU (1), PVP (1).
- Expand Voters at the following existing sites:
  - PSN (2), TCC (2), IC (1).
- Replace QUANTAR to GTR8000 for the following channels:
  - Med Channels (2, 4, 6, 8).
- Expand the DigiTAC comparator at 5 of the existing Prime sites (IC, PSN, TCC, CAB, K&B).
- Replace 2 QUANTARs to GTR8000 on the Airport channel.
- Replace 3 QUANTARs for 3 GTR 8000s for Air Rescue (CAB, HWT, TG).

3.4.4 Install Fixed Network Equipment at New Sites

- Create new T1 Channel Plan.
- Install new Tx antennas at the following new sites:
  - ATC (1), FS68 (1), FS37 (1), T41 (1), CT (1).
- Install new Rx antennas at the following new sites:
  - ATC (1), FS68 (1), FS (37), FS34 (1), FS69 (1), FS25 (1).
- Install new Transmit Combiners and filters the following new sites:
  - ATC, FS68, FS37, T41, CT.
- Install new GTR 8000s at the following new sites:
  - ATC (3), FS68 (5), FS37 (2).
- Install new ASTRO-TAC receivers at the following new sites:
  - FS34 (2), FS69 (8), FS25 (3), T41, CT.
- Install new Receiver Multi-Couplers at (T41, CT).
- Install new TeNSr channel banks at (T41, CT).
- Install new TRAK GPS Time and Frequency references at (T41, CT).
- Install 3 QUANTARs and optimize at (T41, CT).

3.4.5 MOSCAD Integration for Tx Sites

- Connect MOSCAD to TeNSr channel banks at 5 sites.
- Connect MOSCAD to TRAK GPS Time and Frequency references at 5 sites.
- Connect MOSCAD to 5 new GTR 8000s at (ATC).
- Connect MOSCAD to 5 QUANTARs (FS68).
- Connect MOSCAD to 2 QUANTARs at (FS37).
- Connect MOSCAD up to 3 new GTR 8000s at (T41, Council Tower).
- Update the programming in the MOSCAD server and perform ATP.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Interface to circuits.
- Update the programming in the MOSCAD Server and perform ATP.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- **Interference:**
  - Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

Customer Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Arrange for needed T1 lines, per the T1 plan, to be installed at sites.
- Provide access to the sites, as necessary.

Completion Criteria:

- Fixed Network Equipment installation completed and ready for optimization.

3.4.6 Fixed Network Equipment Installation Complete

- All fixed network equipment installed and accepted by the Customer.

3.4.7 System Installation Acceptance (Milestone)

- All equipment installations are completed and accepted by the Customer.

3.5 SYSTEM OPTIMIZATION

3.5.1 Optimize System FNE

Motorola Responsibilities:

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment.
- Motorola and its subcontractors optimize each subsystem.
- Verify communication interfaces between devices for proper operation.
- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Test and optimize the system.
- Install and integrate the RF sites with the system, then optimize and activate the sites.

Customer Responsibilities:

- Provide access/escort to the sites.

Completion Criteria:

- System FNE optimization is complete.

3.5.2 Link Verification

Motorola Responsibilities:

- Perform 24-hour BER test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- Make available the required links, which meet the specifications supplied by Motorola at the CDR.

3.5.3 Completion Criteria:

- Link verification successfully completed.

3.5.4 Optimization Complete

- System optimization is completed. Motorola and MDFR agree that the equipment is ready for acceptance testing.

3.6 AUDIT AND ACCEPTANCE TESTING

3.6.1 Perform R56 Audit

Motorola Responsibilities:

- Perform R56 site-installation quality audits, verifying proper physical installation and operational configurations.

Customer Responsibilities:

- Provide access/escort to the sites.
- Witness tests.

Completion Criteria:

- All R56 audits completed successfully.

3.6.2 Perform Equipment Testing

Motorola Responsibilities:

- Test individual components of the system and record data to verify compliance to the equipment specifications.

Customer Responsibilities:

- Witness tests if desired.

Completion Criteria:

- Successful completion of equipment testing.

3.6.3 Perform Functional Testing

Motorola Responsibilities:

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- Witness the functional testing.

Completion Criteria:

- Successful completion of the functional testing.
- Customer approval of the functional testing.

3.6.4 Perform Coverage Testing

3.6.4.1 Coverage Testing

This proposal includes Motorola standard automated testing. MDFR will provide vehicles and personnel for this portion of the testing. Motorola personnel will conduct the automated testing and data compilation. Data will solely be compiled at the end of this testing phase.

Once the automated testing is complete, Motorola will provide the required equipment to MDFR for 120 days, at no additional cost, during which MDFR will run voice quality tests. If MDFR requires the equipment for greater than 120 days, a per-month charge for the equipment is included in the pricing section. Any grids not tested will be considered passed at the end of 240 days; Motorola reserves the right to retest any failed grid.

The testing procedure and criteria is detailed in Exhibit A.

Motorola Responsibilities:

- Motorola and MDFR determine the required number of test vehicles for simultaneous testing of multiple service areas.
- Submit test reports at completion of automated testing.
- Document all issues that arise during the coverage testing.
- Motorola will conduct automated testing with MDFR. Motorola will not be involved in the subjective voice quality coverage testing.
- Motorola will provide the testing equipment to MDFR per the parameters stated above.

Customer Responsibilities for:

- Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.
- Conduct voice quality testing.

Completion Criteria:

- Successful completion of the coverage testing and approval by the Customer.

3.6.5 System Acceptance Test Procedures (Milestone)

- Customer approves the completion of all the required tests.

3.7 FINALIZE

3.7.1 Cutover

Motorola Responsibilities:

- Motorola and MDFR develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.
- Coordinate with MDFR to prepare a cutover programming template for all subscriber radios.
- Program subscribers for cutover. Each Subscriber will be programmed only once.

Customer Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Coordinate logistics to support programming.
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been programmed to Narrowband

Completion Criteria:

- Successful system wide transition from wideband operation to narrowband operation.

3.7.2 Resolve Punchlist

Motorola Responsibilities:

- Work with MDFR to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

3.7.3 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disk (CD). The documentation will include the following:
  - System-Level Diagram.
  - Site Block Diagrams.
  - Site Floor Plans.
  - Site Equipment Rack Configurations.
  - Antenna Network Drawings for RF Sites.
  - ATP Test Checklists.
  - Functional Acceptance Test Plan Test Sheets and Results.
  - Equipment Inventory List.

  Drawings will be delivered in Adobe PDF format.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

3.7.4 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from the Customer.

3.8 PROJECT ADMINISTRATION

3.8.1 Project Status Meetings

Motorola Responsibilities:

- Once a month, Motorola Project Manager, or designee, will hold a project status meeting with the Customer, as determined during the CDR.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either MDFR or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

3.8.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- MDFR approval of the Milestone Completion document(s).

3.8.3 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.9 CIVIL WORK – NEW SITES

3.9.1 Site Development at FS 25 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new tower to be used for antennas – 100-foot concrete monopole.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC, from the tower to the shelter (up to 20 linear feet).

Tower Work

- Erect new 100-foot concrete monopole tower.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 130 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's "Standards and Guidelines for Communications Sites" (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.2 Site Development at FS34 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals -- Included.
- Site acquisition services -- Not included.
- Install new tower to be used for antennas – 150-foot monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC from the tower to the shelter (up to 20 linear feet).

Tower Work

- Erect new 150-foot monopole tower.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's "Standards and Guidelines for Communications Sites" (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.3 Site Development at FS37 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new tower to be used for antennas – 100-foot concrete monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC from the tower to the shelter (up to 70 linear feet).

Tower Work

- Erect new 100-foot concrete monopole tower.

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 230 linear feet of 7/8-inch transmission line.
- Install up to 230 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Construct a new room of drywall construction (not to exceed 85 square feet) for installing the communications equipment (work to be done in existing weight room that is being converted to an equipment room).
- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 2 8-outlet distribution bars and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 18-inch-wide cable runway (up to 48 linear feet) inside the existing room and at the north wall adjacent to the rear garage bay entrance.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the new equipment room, to meet current Motorola's "Standards and Guidelines for Communications Sites" (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 2 fluorescent lighting fixtures inside the existing room.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.4 Site Development at FS 68 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new 4-bay equipment cabinets and foundation.
- Install fuel tank – size: 500 gallons; Type: Diesel below-ground.
- Install new generator – Size: 35 kW; Type: Outdoor.
- Install new tower to be used for antennas – 150-foot monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.

- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Research permit requirements (building, utility, construction, and FAA permits) for the construction of the proposed site, and determine if the permits are required. If a permit is required, Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the Customer.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform clear light brush, grub roots and dispose vegetation and shrub growth in the site compound area and a 20-foot path around it (not to exceed 4900 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 2500 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 1296 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 120 linear feet).
- Supply and install 8-foot-high chain link fencing with a 10-foot-wide gate around the compound (not to exceed 120 linear feet).
- Perform site touchup (fertilize, seed and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Construct 1 reinforced concrete foundation necessary for cabinet foundations.
- Construct 1 concrete slab for 500 gallon above-ground Liquid Propane (LP) fuel tank at 3000 psi with reinforcing steel necessary for foundations.
- Construct 1 foundation for the 35 kW generator with reinforcing steel necessary for foundations.
- Supply and install 1 4-bay cabinet.
- Supply and install 1 500-gallon Liquid Propane (LP) fuel tank, fill it with fuel and connect it to the generator.
- Supply and install fuel tank monitors on the tanks to monitor low fuel in tanks and run alarm wiring to the building located within 50 feet of the tank.
- Supply and install 1 standby power generator (35 kW) located within 20 feet of the ATS, including interconnection wiring between the generator, transfer switch, and site electrical service mains.
- Supply and install 1 120/240-volt, 200-amp, single-phase meter pedestal and hookup for electrical service by the local utility.
- Overhead power hookup of power to the site from nearby utility termination located within 255 cable feet.
- Supply and install a perimeter grounding system around the compound tower. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the cabinet (up to 10 linear feet).

Tower Work

- Erect new 150-foot monopole tower.

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Install up to 180 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 new single-phase UPS.
- Install 1 automatic transfer switch and connect it to generator and electric main.

3.9.5 Site Development at FS69 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included.
- Zoning services – Not included.
- Install new tower to be used for antennas – 150-foot monopole tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 CFR Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.
- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at the location of monopole tower foundation.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and any inspections that may need to be coordinated with the local authorities to complete site development work.
- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the monopole.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge, or buried PVC from the tower to the shelter (up to 10 linear feet).

Tower Work

- Erect new 150-foot monopole tower.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 180 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Supply and install 1 cable entry panel with 4 ports.
- Ground all metallic objects in the interior of the existing room, to meet current Motorola's "Standards and Guidelines for Communications" Sites (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bars.
- Supply and install 1 Telco board (48-inch x 96-inch).
- Supply and install 1 wall-mounted 10-pound CO2 fire extinguisher and 1 wall-mounted 20-pound ABC fire extinguisher.
- Supply and install "No smoking" EME signage at the site.
- Supply and install 1 eye wash station and 1 first aid kit.

3.9.6 Site Development at Tower 41 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included, customer is responsible to secure site lease.
- Zoning services – Not included.
- Existing tower to be used for antennas – 200-foot rooftop.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 150 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.

3.9.7 Site Development at Council Towers Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included, customer is responsible to secure site lease.
- Zoning services – Not included.
- Existing tower to be used for antennas – 200-foot rooftop.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed the proposed equipment loads.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 150 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 new single-phase.

3.9.8 Site Development at ATC Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals – Included.
- Site acquisition services – Not included, customer is responsible to secure site lease.
- Zoning services – Not included.
- Install new 3 bay cabinet and foundation
- Existing tower to be used for antennas – 290-foot self-supported tower.

Motorola Responsibilities:

Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Prepare a lease exhibit sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Perform four-point soil resistivity testing at the time of site visit.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. The structural analysis does not include mapping, structural measurement survey, materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of MDFR.
- Submit the completed permit application forms to the local jurisdiction and apply for applicable permits.

Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

Site Components Installation

- Construct 1 reinforced concrete foundation necessary for cabinet foundations.
- Supply and install 1 3-bay cabinet.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 20 linear feet).

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 300 linear feet of 7/8-inch transmission line.
- Install up to 285 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Existing Facility Improvement Work

- Install 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase.
- Install 1 automatic transfer switch, if needed and connect it to generator and electric main.

3.10 CIVIL WORK – EXISTING SITES

These sites presently have MDFR UHF radio equipment installed. The SOW following will be an addition or modifications to these sites.

3.10.1 Site Development at Aqualina Site

Site Scope Summary:

- Engineering services for site drawings and permit approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 100 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.10.2 Site Development at FS36 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 2 antennas for the RF system.
- Install up to 228 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Decommission existing UPS and ancillary equipment.

3.10.3 Site Development at FS54 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 170 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install quantity 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Decommission existing UPS and ancillary equipment.

3.10.4 Site Development at FS9 Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 160 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Install 1 new single-phase UPS equipment.
- Decommission existing UPS.

3.10.5 Site Development at Homestead Race Track Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 195 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

Existing Facility Improvement Work

- Supply and install 1 100-amp breaker panel with capacity for 20 circuits.
- Install 1 8-outlet distribution bar and wire each outlet to individual breaker.
- Install 1 new single-phase UPS equipment and wire output to UPS distribution panel.
- Decommission existing UPS.

3.10.6 Site Development at Princeton FPL Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 350 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.10.7 Site Development at Park View Plaza Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 50 linear feet of 7/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.10.8 Site Development at Solid Waste Site

Site Scope Summary:

- Engineering services for site drawings and regulatory approvals.
- Site acquisition services – Not included.
- Zoning services – Not included.

Antenna and Transmission Line Installation

- Install 1 antenna for the RF system.
- Install up to 142 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.

3.11 CUSTOMER RESPONSIBILITIES, ASSUMPTIONS, AND COMPLETION CRITERIA FOR CIVIL WORK

3.11.1 Customer Responsibilities

- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. [Note: Should the customer desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's "Standards and Guidelines for Communication Sites" (R56) discusses Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the customer does not have a copy of Motorola's "Standards and Guidelines for Communication Sites" (R56, v. 2005), one will be provided.]
- Assist Motorola with permitting for sites as owner/lessee.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Pay for the usage costs of power, leased lines, and generator fueling both during the construction/installation effort and on an ongoing basis.
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Secure clear and unencumbered title, MOU, or Lease Agreement with the property owner.
- Provide property deed or lease agreement, and existing boundary survey, and as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Provide clear and stable access road to the site for heavy-duty construction vehicles. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide support facilities for the antenna cables (cable ladder, entry ports, waveguide bridge) from the antenna to the equipment room.
- Pay for any upgrade of the antenna support structure necessary to accommodate the new antennas.
- Provide space, HVAC, backup power (generator), outlets, grounding, surge suppression, lighting, fire suppression, and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- If required, remove or relocate any existing facilities, equipment, and utilities to create space for new site facilities and equipment.
- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up all radio equipment, future equipment growth, and ancillary equipment such as, but not limited to, interior lighting, tower lighting, and HVAC.

- Provide support and entry facilities for the cables (cable ladder/chaseway, entry ports, etc.) between the proposed equipment locations.
- Secure power connection to the room, associated permitting, and installation of a meter and disconnect within 50 feet of the proposed shelter location.

3.11.2 Assumptions

- No prevailing wage, certified payroll, mandatory union workers, or mandatory minority workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- Temporary site trailers (tower, housing, COWS, and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site has adequate electrical service. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission, and a maximum of 60 days will be required for zoning approvals from time of submittal.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- Existing facility has an adequate ground system with a ground resistance of 10 ohms or less.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The supporting structure meets all applicable EIA/TIA-222 structural requirements. Motorola has not included any cost for structural upgrades to the antenna support structure.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Extensive documentation (balloon tests, photo simulations, expert testimony, etc.) to support zoning effort for existing structures is not required.
- Alarming at existing sites will agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.
- The Customer does not desire upgrade of the existing site to meet Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

3.11.3 Completion Criteria

- Site development completed by Motorola and approved by MDFR.

3.11.4 Option to Program Radios at Fire Stations

Miami Dade has approximately 70 Fire Stations; some are nearing completion. This option provides for Motorola to:

- Program fire station control station with new narrowband template.
- Conduct test of operation.
- Document test results.

Motorola Solutions, Inc.

July 3, 2012

Miami Dade County
111 N.W. 1st Street
Miami, FL 33128

Dear Mr. _____:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #12345 are valid for contracts that are executed and returned to Motorola on or before _____, **2012**. It is acceptable to fax documents to 847-538-2279 or scan and email to bill.stancik@motorolasolutions.com. Originals should be sent overnight to the address listed below.

After _____, **2012** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates or pursue any remedies that are available under the terms of the Financing Commitment letter.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions, Inc.
Attn: Bill Stancik / 9th Floor
1303 East Algonquin Road
Schaumburg, IL 60196

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS, INC.
Bill Stancik

Motorola Solutions, Inc.

Financing Commitment Letter

Lessor:	Motorola Solutions, Inc.
Lessee:	Miami Dade County, FL
Amount Financed:	$9,612,000.00
Term:	10 years
Payment Terms:	9 Annual (arrears) payments of **$1,307,680.07 (illustration)**. 1st payment due October 1, 2014, remaining 8 payments due annually thereafter
Interest Rate:	**3.50% Illustration Only**
Execution date of: Lease	on or before July 20, 2012
Documentation:	Offer and commitment are predicated upon the use of mutually agreed upon documentation, subject to applicable state and local laws.
Rate Lock:	In order to lock the interest rate, Lessee will need to execute this commitment letter and return it to the Lessor on or before 4:30pm on 7/___/2012. The executed commitment letter can be faxed to 847-538-2279 or an electronic copy can be sent to bill.stancik@motorolasolutions.com. Upon receiving the executed commitment letter, the stated interest rate and the rate outlined in Master Equipment Lease-Purchase Agreement #12345 will be locked. Lessor may intend to protect itself from interest rate fluctuations by purchasing an interest rate swap for this transaction or use some other means to minimize its interest rate exposure. If for any reason the Lessee fails to enter into a Lease Agreement (containing the terms and conditions outlined herein) with the Lessor on or before July 20, 2012, the Lessee agrees to pay all costs associated with terminating the interest rate swap or any other costs the Lessor may have related to terminating this transaction.
Lessee Insurance:	Lessee to be insured through a commercial carrier or self-insurance and provide evidence of coverage amount and type (fire and extended coverage, public liability and property damage insurance) as contractually required.
Fees or Closing Costs:	None. However, the Lessee will be responsible for any of its own fees or expenses, or those of any attorneys, consultants or advisors it may engage.

Agreed and accepted this _____ day of July, 2012.

Miami Dade County, FL

By: _____

Title: _____

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address MIAMI DADE COUNTY

   _____

   _____

   Attention: _____

   Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

   _____

   _____

   Phone: _____

   Fax: _____

7. Payment remit to address:

   Motorola Credit Corp.
   P.O. Box 71132
   Chicago IL 60694-1132

Thank you

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT
Draft Only

Lease Number: 12345

LESSEE:	**LESSOR:**
MIAMI DADE COUNTY 111 N.W. 1st Street Miami FL 33128	Motorola Solutions, Inc. 1303 E. Algonquin Rd. Schaumburg, IL 60196

This Master Equipment Lease-Purchase Agreement (the "Master Agreement") sets forth the terms and conditions pursuant to which Lessee may, from time to time during the term hereof, lease from Lessor certain equipment as may be described in any Schedule A now or hereafter attached hereto (the "Equipment"), which together with a Lease Payment Schedule B, shall constitute a "Schedule." Items of equipment may be added to the Equipment from time to time by the parties' execution of additional Schedules as provided herein. The terms and conditions of the Master Agreement, including all exhibits attached hereto, and as same may be amended from time to time, are incorporated by reference into each Schedule, and each such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described (each, a "Lease").

1. TERM. This Master Agreement will become effective upon the execution hereof by Lessor. The "Commencement Date" for any Lease is the date upon which interest commences to accrue under such Lease, which date shall be the earlier of (a) date on which the Equipment listed in such Lease is accepted by Lessee in the manner described herein, or (b) the date on which sufficient funds to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent. The term of each Lease will commence on the Commencement Date and unless (i) terminated according to terms hereof or (ii) Lessee exercises the purchase option provided in Section 19, such Lease will continue until the Expiration Date set forth therein (the "Lease Term"). The "Term" for this Master Agreement means the period from the date hereof until terminated in accordance with the terms hereof.

2. LEASE PAYMENTS. Lessee agrees to pay to Lessor or its Assignee (as defined in Section 4) the Lease Payments (herein so called), including the interest portion, in the amounts specified in each Lease. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its Assignee may from time to time designate in writing), and will commence on the first Lease Payment Date and thereafter on each of the Lease Payment Dates set forth in such Lease. Any payments received later than thirty (30) days from the due date will bear interest at the highest lawful rate from the due date until paid. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds will be made available sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in each Lease ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Schedule C. Notwithstanding the foregoing, if Lessee fails to execute and deliver a Delivery and Acceptance Certificate as provided herein, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessor's request) whether or not the Equipment has been delivered and is operational. If Lessee fails to so respond within such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. Lessee acknowledges that the Equipment leased pursuant to each Lease is being manufactured and installed by Motorola Solutions, Inc. as vendor ("Vendor") pursuant to the Contract No. BW9644-0/14 executed by Vendor and Lessee contemporaneously with any Lease (the "Contract"). Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to each Lease and the Equipment identified therein to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE Contract No. BW9644-0/14, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY. Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Vendor. Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Master Agreement to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 18.1 of this Master Agreement. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee represents, warrants and covenants on the date hereof and as of the Commencement Date of each Lease that: (a) Lessee is a state or a duly constituted political subdivision or agency of the state where the Equipment is to be located; (b) the execution, delivery and performance by the Lessee of this Master Agreement and of each Lease have been duly authorized by all necessary action on the part of the Lessee; (c) each Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (d) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (e) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; (f) Lessee will do or cause to be done all things necessary to preserve and keep the Master Agreement and each Lease in full force and effect; (g) Lessee has complied with all applicable local, state and federal laws including without limitation laws regarding open meetings and public bidding, and by due notification presented this Master Agreement and each Lease for approval and adoption as a valid obligation on its part, and (h) Lessee has sufficient appropriations or other funds available to pay all amounts due under each Lease for the current fiscal period.

7. TAX AND ARBITRAGE REPRESENTATIONS. Lessee further represents on the date hereof and as of the Commencement Date of each Lease as follows: (a) the estimated total costs of the Equipment listed in each Lease will not be less than the total principal portion of the Lease Payments set forth in such Lease; (b) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date thereof or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (c) with regard to any Lease, Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Lease Payments, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments; (d) the Equipment listed in each Lease has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Lease Payments thereunder; (e) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Code; (f) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Agreement or any Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (g) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Agreement or any Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (h) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments under any Lease to

be or become includible in Lessor's gross income for Federal income taxation purposes under the Code and (i) the Equipment listed in each Lease has been ordered or is expected to be ordered within six (6) months of the Commencement Date of such Lease, and all amounts deposited in escrow to pay for the Equipment, together with interest earnings, will be expended on costs of the Equipment and the financing within three (3) years of the Commencement Date of such Lease.

Lessee acknowledges that any breach by Lessee of the covenants contained in Section 6 or this Section 7 of this Master Agreement may cause the interest component of Lease Payments to become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 12 of this Master Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 7 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

8. TITLE TO EQUIPMENT. During the Lease Term and after all obligations arising under the Lease have been satisfied, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

Lessee recognizes Lessor's priority interest in moneys and investments held from time to time in any escrow, acquisition or similar fund, including proceeds therefrom, established under any escrow agreement entered into by the Lessee and Lessor with respect to a Lease. In the event that such moneys and investment are deemed to be owned by Lessee, Lessee hereby grants to Lessor a first priority security interest in any and all right, title and interest of Lessee.

9. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

10. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

11. LOCATION; INSPECTION. The Equipment will not be removed from, the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld; provided that any items of Equipment that are intended by design to be a mobile piece of technology or are installed in motor vehicles may be moved within the continental U.S. without consent, but the permanence base will remain the Equipment Location. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand as an addition to the Lease Payments.

13. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment, nor defects therein, nor unfitness or obsolescence thereof, shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Master Agreement and each Lease. In the event of damage to any item of Equipment under a Lease, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair,

Lessee at the option of Lessor will either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B to such Lease.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment under a Lease, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B to such Lease) to be made by Lessee with respect to that portion of the Equipment which has suffered such loss or damage.

14. INSURANCE. Lessee will, at its expense, maintain at all times during each Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment subject to such Lease in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required shall be as set forth in Schedule B of each Lease. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignees as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. The Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

15. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify, defend and hold Lessor harmless against any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

16. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Master Agreement, any Lease, the Equipment or any interest in such Lease or the Equipment or; (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may freely assign its rights, title and interest in and to this Master Agreement, any Lease, the Equipment and any documents executed with respect thereto, and/or grant a security interest therein, in whole or in part without Lessee's consent. Any such Assignees shall have all of the rights of Lessor under this Master Agreement and any such Lease. Subject to the foregoing, this Master Agreement and each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Master Agreement, any Lease or the Equipment subject to such Lease shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During each Lease Term, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign any Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

17. EVENT OF DEFAULT. As used herein, the term "Event of Default" means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of any Lease, and any such failure continues for thirty (30) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or under any Lease, and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Master Agreement, any Lease or in any writing ever delivered by Lessee pursuant hereto or thereto or in connection herewith or therewith is false, misleading or erroneous in any material respect; (d) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days

after the institution or occurrence thereof; or (e) an attachment, levy or execution is threatened or levied upon or against the Equipment under any Lease.

18. REMEDIES. With regard to any Lease, upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies to the extent allowed by law: (a) by written notice to Lessee, declare all amounts then due under such Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (c) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease or to recover damages for the breach of such Lease or to rescind such Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Master Agreement, and each Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18.1. Return of the Equipment. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 18 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

19. PURCHASE OPTION. With regard to any Lease, upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event which with notice or lapse of time, or both, could become an Event of Default then exists, Lessee will have the right to purchase the Equipment subject to such Lease on the Lease Payment dates set forth in Schedule B to such Lease by paying to Lessor the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment subject to such Lease to Lessee "AS IS", WITHOUT WARRANTY, express or implied, except that such Equipment shall be free and clear of any liens created by Lessor.

20. NOTICES. All notices to be given under this Master Agreement and each Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

21. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement.

22. GOVERNING LAW. This Master Agreement and each Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

23. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Master Agreement and each Lease.

24. ENTIRE AGREEMENT; WAIVER. This Master Agreement and each Lease, together with the Delivery and Acceptance Certificate each schedule and exhibit attached hereto and to each Lease, and other documents or instruments executed by Lessee and Lessor in connection herewith, are incorporated herein by reference and made a part hereof. This Master Agreement and each Lease constitutes the entire agreement between the parties with respect to the Lease of the Equipment described in each Lease, and shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Master Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction,be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Master Agreement and such Lease, in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition of this Master Agreement or any Lease shall not operate as a waiver of any subsequent breach hereof or thereof, or as a waiver of the breach of any other Lease.

25. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument; provided, however, that only one counterpart of each Lease (including the terms and conditions of this Master Agreement incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper.

26. CONDITIONS TO LESSOR'S PERFORMANCE. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location, documentation or information concerning the financial status of Lessee, and other matters related to Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of July, 2012.

LESSEE:	**LESSOR:**
MIAMI DADE COUNTY	**MOTOROLA SOLUTIONS, INC.**
By:_____	By:_____
Title:_____	Title:_____

OPINION OF COUNSEL

With respect to that certain Master Equipment Lease-Purchase Agreement #12345 dated July ___, 2012 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal period of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

_____

Attorney for **MIAMI DADE COUNTY**

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **12345**

This Lease dated as of July _____, 2012 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **MIAMI DADE COUNTY** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Master Equipment Lease-Purchase Agreement Number **12345** dated as of July _____, 2012 ("Master Agreement"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of equipment, together with funds deposited into the Acquisition Fund (as that term is defined in that certain Escrow Agreement, dated as of July_____, 2012, by and among Lessor, Lessee, and The Bank of New York Mellon Trust Company, N.A., as escrow agent) for the purpose of acquiring the equipment (collectively, the "Equipment").

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 120 Months **Commencement Date:** **8/1/2012**
First Payment Due Date: **8/1/2014**

9 Annual Payments of $1,307,680.07 (illustration only) as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE: LESSOR:

Miami Dade County **Motorola Solutions, Inc.**

By: _____ By: _____

Title: _____ Title: _____

Miami Dade County (Schedule B- Illustration only)							
Compound Period	Annual						
Nominal Annual Rate	3.5	%					
Effective Annual Rate	3.5	%					
Periodic Rate	3.5	%					
Daily Rate	0.00959	%					
	Event	Start Date	Amount	Number	Period	End Date	
1	Loan	8/1/2012	$9,612,000.00	1			
2	Payment	8/1/2014	$1,307,680.07	9	Annual	8/1/2022	
AMORTIZATION SCHEDULE - Normal Amortization							
Loan	8/1/2012	$9,612,000.00					
Payment #	Due Date	Payment	Interest	Principal	Balance		
1	8/1/2014	$1,307,680.07	$684,614.70	$623,065.37	$8,988,934.63		
2	8/1/2015	$1,307,680.07	$314,612.71	$993,067.36	$7,995,867.27		
3	8/1/2016	$1,307,680.07	$279,855.35	$1,027,824.72	$6,968,042.55		
4	8/1/2017	$1,307,680.07	$243,881.49	$1,063,798.58	$5,904,243.97		
5	8/1/2018	$1,307,680.07	$206,648.54	$1,101,031.53	$4,803,212.44		
6	8/1/2019	$1,307,680.07	$168,112.44	$1,139,567.63	$3,663,644.81		
7	8/1/2020	$1,307,680.07	$128,227.57	$1,179,452.50	$2,484,192.31		
8	8/1/2021	$1,307,680.07	$86,946.73	$1,220,733.34	$1,263,458.97		
9	8/1/2022	$1,307,680.07	$44,221.10	$1,263,458.97	$0.00		
Grand Totals		$11,769,120.63	$2,157,120.63	$9,612,000.00			
Last interest amount increased by 0.04 due to rounding.							

SCHEDULE B
LEASE PAYMENT SCHEDULE (Page 2)

INITIAL INSURANCE REQUIREMENT: $9,612,000.00

Except as specifically provided in Section 5 of the Master Agreement hereof, Lessee agrees to pay to Lessor or its Assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:	LESSOR:
MIAMI DADE COUNTY	Motorola Solutions, Inc.
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Deleted with the assumption that the information contained below will be restated on each signed document

Certificate of Incumbency

July ___, 2012

Motorola Solutions, Inc.
1303 E. Algonquin Road
Schaumburg, IL 60196

RE: Self-Insurance for a Schedule Number **12345** to that certain Equipment Lease Purchase Agreement Number **12345** dated the _____ day of July, 2012, by and between **MIAMI DADE COUNTY** as Lessee and Motorola, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;

2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;

3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;

4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;

5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;

6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;

7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;

8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.

10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment.

11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.

12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: MIAMI DADE COUNTY

By: _____

Title: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **MIAMI DADE COUNTY?**

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **MIAMI DADE COUNTY**

By: _____

Its: _____

Date: July ____, 2012

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of Lease Schedule A to the Master Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Master Equipment Lease Purchase Agreement Date: July ____, 2012

Lease Schedule A Date: July ____, 2012

Master Equipment Lease Purchase Agreement No.: 12345 Lease Schedule A No. : 12345

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in Lease Schedule A# 12345 dated July ____, 2012. See Schedule A for a detailed Equipment List.

LESSEE:

MIAMI DADE COUNTY

By: _____

Date: _____

COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Master Equipment Lease-Purchase Agreement dated as of July ___, 2012 by and between Motorola Solutions, Inc., a Delaware Corporation, ("Lessor"), and the Miami Dade County ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Master Equipment Lease-Purchase Agreement dated as of July ___, 2012 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment"), which Equipment is described in the Description of Equipment attached to the Lease and is to be more specifically described in one or more Equipment Lists to be attached to Certificate(s) of Acceptance executed and delivered by Lessee pursuant to the Lease. The initial principal amount represented by the Financing Documents will be deposited in escrow by Lessor pending acquisition of the items of Equipment and held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent") under the terms of that certain Escrow Agreement dated as of DATE (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the amount deposited in escrow, and interest earnings thereon, will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The amount deposited by Lessor in the escrow fund held by the Escrow Agent under the Escrow Agreement, and the interest contemplated to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow, plus interest earnings thereon, will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the monies in the escrow fund may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that any funds be disbursed from the escrow fund held by the Escrow Agent under the Escrow Agreement to reimburse it for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date hereof, (a) to have had disbursed from escrow an amount in excess of the lesser of 2 1/2% of the amount deposited in escrow by Lessor or $100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times from ***October 1, 2012, to October 1, 2012(proper dates will be edited in).*** At least 15% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor and interest earnings thereon expended, prior to ***November 30, 2012.***

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason Section 148(f)(4)(B) of the Code is not applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of three years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

Miami Dade County (Lessee)

By: _____

Name: _____

Title: _____

Date: 126 _____

ESCROW AGREEMENT

This Escrow Agreement, dated as of July ____, 2012 by and among Motorola Solutions, Inc., a Delaware corporation ("Lessor"), Miami Dade County ("Lessee"), and The Bank of New York Mellon Trust Company, N.A., a national banking association with a corporate trust office in St. Louis, MO, as Escrow Agent (the "Escrow Agent"):

In consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. This Escrow Agreement relates to and is hereby made a part of Schedule A#12345, simultaneously executed with this Escrow Agreement, between Lessor and Lessee, to the Master Equipment Lease-Purchase Agreement dated July _____, 2012, between Lessor and Lessee ("Lease").

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease.

3. Lessor, Lessee and the Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Lease and this Escrow Agreement shall be deemed to constitute the entire agreement among Lessor, Lessee, and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special trust fund designated Equipment Acquisition Fund (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with the Escrow Agreement. Lessor, Lessee and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Acquisition Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Acquisition Fund, the Lessor's interest therein.

5. (a) Lessor shall deposit **$9,612,000.00** in the Acquisition Fund. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon a written order of a representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. Such investments shall be held by the Escrow Agent in the Acquisition Fund.

(b) The parties recognize and agree that the Escrow Agent will not provide supervision, recommendations or advice relative to either the investment of the Acquisition Fund or the purchase, sale, retention or other disposition of any Qualified Investment. The Lessee warrants that the investments directed to be purchased by the Escrow Agent pursuant to this paragraph 5 are Qualified Investments as defined in paragraph 6 of this Escrow Agreement.

(c) Any loss or expense incurred from an investment will be borne by the Acquisition Fund. If the Escrow Agent does not receive written directions to invest the monies held in the Acquisition Fund, its only obligation with respect to the Acquisition Fund shall be to hold it or deposit uninvested without liability for interest or other compensation to either party.

(d) The Escrow Agent is hereby authorized to execute purchases and sales of Qualified Investments through the facilities of its own trading or capital markets operations. The Escrow Agent shall send statements to each of the parties on or before the 15th day of each month reflecting activity, including but not limited to earnings, losses and expenses, for the Escrow Account for the preceding month.

6. (a) "Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows, but only to the extent the same are at the time legal for investment of the funds being invested:

(i) Obligations of the State of Florida or of other States which are rated AA or better by Standard & Poors Corporation or Aa or better by Moody's Investors Services, Inc.;

(ii) Obligations issued by the United States government;

(iii) Obligations fully insured or guaranteed by the United States government or a United States government agency;

(iv) Federal Farm Credit System;

(v) Federal Home Loan Bank System;

(vi) Federal Intermediate Credit Bank;

(vii) Prime banker's acceptances;

(viii) The local government investment pool established by O.C.G.A. section 36-83-8;

(ix) Fully collateralized repurchase agreements provided the County has on file a signed Master Repurchase Agreement, approved by the County Attorney, which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination and provided the repurchase agreement:

a) has a defined termination date;

b) is secured by obligations in accordance with Section 11.0 herein;

c) requires the securities being purchased by the County to be assigned to the County, held in the County's name, and deposited at the time the investment is made with the County or with a third party selected and approved by the County; and

d) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state, and which is rated no less than A or its equivalent by two nationally recognized rating services;

(x) Obligations of other political subdivisions of the state of Florida, which are rated AA or better by Standard & Poors Corporation or Aa or better by Moody's Investors Services, Inc;

(xi) Money market mutual funds that invest according to the requirements of the Lessee's Investment Policy as replaced, supplemented or amended from time to time and which specifically meet the following requirements:

(i) are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., as amended;
(ii) are operated in accordance with Rule 2A-7 of the Investment Company Act of 1940, 17 C.F.R. 270.2A-7, as amended; and
(iii) have received the highest possible rating from at least one nationally recognized statistical rating organization as designated by the United States Securities and Exchange Commission.

The County will restrict investments in eligible obligations described in this section to discount notes and callable or non-callable fixed-rate securities with a fixed principal repayment amount.

(b) Any investment earnings and income on the Acquisition Fund shall become part of the Acquisition Fund, and shall be disbursed in accordance with Section 7 of this Escrow Agreement.

7. Moneys in the Acquisition Fund shall be used to pay for the cost of the acquisition of the Equipment and Services. Payment shall be made from the Acquisition Fund for the cost of acquisition of part or all Equipment and Services upon presentation to the Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached hereto as Exhibit A, executed by Lessee, together with an invoice for the cost of the acquisition of the Equipment and Services for which payment is requested and a written approval by Lessor of the Vendor to be paid. Escrow Agent shall not have any right, title or interest in any funds remaining in the Acquisition Fund after Escrow Agent has made payment for all Equipment and Services which have been made pursuant to a Payment Request and Acceptance Certificates and Lessor agrees that any funds remaining in the Acquisition Fund thereafter shall be applied to the next consecutive lease payment(s) due from Lessee.

8. Concerning the Escrow Agent. Notwithstanding any provision contained herein to the contrary, the Escrow Agent, including its officers, directors, employees and agents, shall:

(a) not be liable for any action taken or omitted under this Escrow Agreement so long as it shall have acted in good faith and without fraud, malice or gross negligence; and shall have no responsibility beyond the exercise of ordinary care to inquire into or determine the genuineness, authenticity, or sufficiency of any securities, checks, or other documents or instruments submitted to it in connection with its duties hereunder;

(b) be entitled to deem the signatories of any documents or instruments submitted to it hereunder as being those purported to be authorized to sign such documents or instruments on behalf of the parties hereto, and shall be entitled to rely upon the genuineness of the signatures of such signatories without inquiry and without requiring substantiating evidence of any kind; and have no liability for acting upon any written and/or facsimile and/or e-mail instructions presented by Lessee or Lessor in connection with the Escrow Agreement which the Escrow Agent in good faith, and exercising ordinary care, believes to be genuine.

(c) be entitled to refrain from taking any action contemplated by this Escrow Agreement in the event that it becomes aware of any disagreement between the parties hereto pertaining to disbursements from the Acquisition Fund, execution of an Acceptance Certificate or satisfaction of a Payment Request;

(d) have no responsibility or liability for any diminution in value of any assets held hereunder which may result from any investments or reinvestment made in accordance with any investment or reinvestment instruction from Lessee's representative;

(e) be entitled to compensation for its services hereunder as per Exhibit B, which is attached hereto and made a part hereof, and for reimbursement of its out-of-pocket expenses including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties hereunder, all to be paid by Lessee;

(f) to the extent authorized by Florida law and subject to applicable Florida constitutional limitations, be indemnified and saved harmless by Lessee hereto from all losses, costs, and expenses, including attorney fees which may be incurred by the Escrow Agent as a result of its acceptance of the Acquisition Fund or arising from the performance of its duties hereunder, unless the Escrow Agent shall have been adjudged to have acted in bad faith or to have been grossly negligent, and such indemnification shall survive its resignation or removal of the Escrow Agent, or the termination of this Escrow Agreement until extinguished by any applicable statute of limitations;

(g) in the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, be permitted to interplead all of the assets held hereunder into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets, unless the basis for the dispute is related to the Escrow Agent's failure to perform according to the terms of this Escrow Agreement. The parties further agree to pursue any redress or recourse in connection with such a dispute not related to the Escrow Agent's failure to perform according to the terms of this Escrow Agreement, without making the Escrow Agent a party to same;

(h) only have those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Escrow Agreement. Except for definitions, terms and conditions of other agreements which are referenced in this Escrow Agreement, the Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document between the other parties hereto, in connection herewith. This Escrow Agreement and all attachments and exhibits to this Escrow Agreement, sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Escrow Agreement or any other Agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, INDIRECTLY, FOR ANY (i) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES WHICH RESULT FROM THE ESCROW AGENT'S FAILURE TO ACT IN ACCORDNACE WITH THE STANDARDS SET FORTH IN THIS AGREEMENT, OR (ii) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(i) have the right, but not the obligation, to consult with nationally-recognized counsel of its choice and shall not be liable for action taken or omitted to be taken by the Escrow Agent either in accordance with the advice of such counsel;

(j) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees; and

(k) not be required by any provision of this Escrow Agreement to expend or risk its own funds in the performance of its duties if it shall have reasonable grounds for believing that repayment of such funds is not reasonably assured to it.

Any banking association or corporation into which the Escrow Agent (or substantially all of its corporate trust business) may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, except as to notice to Lessee and Lessor of the succession.

9. Tax Matters.

(a) Tax Allocation and Reporting. The parties agree that, for tax reporting purposes, all interest or other income from investment of the Acquisition Fund shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service be reported as having been earned by Lessee, whether or not income was disbursed during a particular year.

(b) Certification of Tax Identification Number. At the time funds are initially deposited into the Acquisition Fund, the parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

10. The Acquisition Fund shall terminate upon the occurrence of the earliest of (a) the presentation of a proper Payment Request and Acceptance Certificate with the portion thereof designated "Final Acceptance Certificate" properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or if the Lessor shall have assigned its interest under the Agreement, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that an Event of Default has occurred or that Lessee has terminated the Lease pursuant to **Section 5** or **Section 19** of the Lease, or (c) the third anniversary of the date of this Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to pay the next scheduled Lease Payment or Lease Payments when due until exhausted. Upon termination as described in clause (b) or (c) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or, pro rata, to any assignees or subassignees of Lessor.

11. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by the Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee, and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trust, powers, rights, duties and obligations of the Escrow Agent under this Escrow Agreement, and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent. If a successor escrow agent hasn't been appointed within the 30 days above, the Escrow Agent may, at the Lessee's expense, petition a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

12. The Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held or received in the Acquisition Fund. The Escrow Agent makes no representations or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee.

13. Notices. Any notice, consent or request to be given in connection with any of the terms or provisions of this Escrow Agreement shall be in writing and be given in person, by facsimile transmission or courier

delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile with receipt confirmed by telephone or by courier delivery service, or (c) four business days after being deposited in the mails, with proper postage prepaid for first-class registered or certified mail.

Notices shall be addressed as follows:

if to Lessor:	Motorola Solutions Credit Company, LLC. Attn: Director of Customer Financing 1303 E. Algonquin Road Schaumburg, IL 60196
if to Lessee:	County Treasurer, Miami Dade County Miami, FL _____
if to the Escrow Agent:	The Bank of New York Mellon Trust Company, N.A. 911 Washington Ave. St. Louis, MO 63101

14. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and the Escrow Agent.

16. Governing Law, Counterparts. This Agreement shall be construed in accordance with the laws of the State of Florida. It may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute but one instrument.

The remainder of this page is intentionally left blank and is followed by a signature page.

IN WITNESS WHEREOF, Lessor, Lessee and the Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

MOTOROLA SOLUTIONS, INC. (Lessor)

By:_____

_____

Title

MIAMI DADE COUNTY (Lessee)

By:_____

_____

Title;

The Bank of New York Mellon Trust Company, N.A. (Escrow Agent)

By:_____

Title:_____

Exhibit A

Escrow Agreement
Payment Request and Acceptance Certificate

To: The Bank of New York Mellon Trust Company, N.A.
Attn: James Agnew
911 Washington Ave.
St. Louis, MO
Phone Number: (314) 613.8203 Fax Number: (314) 613.8286
Email: jagnew@bankofny.com

and Motorola Solutions, Inc.
1301 E. Algonquin Road
Mail Drop SH5-B
Schaumburg, IL 60196

RE: Schedule A #12345 dated July ___, 2012 to Master Equipment Lease-Purchase Agreement #12345 dated July _____, 2012

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment and/or services described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and/or services and has not formed the basis of any prior request for payment. The equipment and/or services described below are part or all of the "Equipment and Services" listed in the Schedule A #12345 dated July ____, 2012 to the Master Equipment Lease-Purchase Agreement #12345 dated July ____, 2012 (the "Agreement").

Quantity	Serial Number/Description:	Amount:

Payee:

Payee's Federal ID Number:_____

Lessee hereby certifies and represents to and agrees with Lessor as follows:

(1) The equipment and/or services described above have been delivered, installed and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of said equipment and/or services as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment and/or services for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: _____

Miami Dade County
LESSEE

By_____

Title_____

Approved:

Motorola Solutions, Inc.
LESSOR

By_____

Title_____

FINAL ACCEPTANCE CERTIFICATE

(THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED)

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Lessor pursuant to the Agreement, constitutes all of the Equipment and Services subject to the Agreement.

Dated: _____

LESSEE (Miami Dade County)

By _____

Title _____

Exhibit B
Escrow Agreement
(Escrow Agent Fee Schedule)

The Escrow Agent shall be entitled to fees for its ordinary services as follows:

$25.00 per trade, plus an annual fee of $1,000.00 due upon receipt of the Final Acceptance Certificate signed by Lessor/Lessee. These fees are payable by Lessee and may be paid from interest earnings.

CUSTOMER NOTICE REQUIRED BY THE USA PATRIOT ACT

To help the US government fight the funding of terrorism and money laundering activities, US Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (whether an individual or organization) for which a relationship is established.

What this means to you: When you establish a relationship with The Bank of New York Mellon, we will ask you to provide certain information (and documents) that will help us to identify you. We will ask for your organization's name, physical address, tax identification or other government registration number and other information that will help us to identify you. We may also ask for a Certificate of Incorporation or similar document or other pertinent identifying documentation for your type of organization.

2012 Version of this document will be used.

Form **8038-G**
(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code Section 149 (e)
▶ See separate instructions
Caution: Use Form 8038-GC if the issue price is under $100,000

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, Check here ▶ ☐

1 Issuer's name
Miami Dade County

2 Issuer's employer identification

3 Number and street (or P. O. box if mail is not delivered to Street address) | Room/suite | 4 Report number 2012

5 City, town, or post office, state, and ZIP code | 6 Date of Issue

7 Name of issue
Equipment Lease Purchase Agreement # 12345

8 CUSIP number N/A

9 Name and title of officer or legal representative whom the IRS may

10 Telephone number of officer or legal representative

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	☐	Education	11	
12	☐	Health and hospital	12	
13	☐	Transportation	13	
14	☐	Public safety	14	
15	☐	Environment (including sewage bonds)	15	
16	☐	Housing	16	
17	☐	Utilities	17	
18	☐	Other. Describe (see instructions) ▶	18	

19 If obligations are TANs or RANs, check box ▶ ☐ If obligations are BANs, check box ▶ ☐

20 If obligations are in the form of a lease or installment sale, check box ▶ ☐

Part III Description of Obligations (Complete for the entire issue for which this form is being filed)

	(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21			N/A	years	%

Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount) N/A

22	Proceeds used for accrued interest		22	0.00
23	Issue Price of entire issue (Enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably require reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.) N/A

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ years

32 Enter the remaining weighted average maturity of the bonds to be advanced refunded ▶ years

33 Enter the last date on which the refunded bonds will be called ▶

34 Enter the dates(s) the refunded bonds were issued ▶

Part VI Miscellaneous N/A

35	Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract ▶		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the name of the issuer _____ and the date of the issue ▶

38 If the issuer has designated the issue under section 265 (b)(3)(B)(i)(III) (smaller issuer exception), check box ▶ ☐

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

40 If the issuer has identified a hedge, check box ▶ ☐

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

▶ _____ ▶ _____

Signature of issuer's authorized representative. 136 Date | Type or print name and title

SCHEDULE A

Motorola intends to provide the latest models available at the time of system shipment. Therefore, model numbers provided are for reference only and are subject to change.

Base Narrowbanding

Qty	Nomenclature	Description
6	Q298	16 CHANNEL DIGITAC COMPARATOR
6	3AA	16 CHANNEL COMPARATOR
6	C546AASP	ADD: AC OUTLET STRIP
6	C372ACSP	ADD: EXTENDER CARD
6	C175AGSP	ADD: TONE KEYING WITH PRIORITY
6	CA42413AA	ADD: STANDARD POWER SUPPLY
6	CA42475AC	7.5 FOOT OPEN RELAY RACK – DIGTAC
8	CA42475AC	7.5 FOOT OPEN RELAY RACK – DIGTAC
1	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM822560	10 PORT LD-SRU CARD
2	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
1	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM822560	10 PORT LD-SRU CARD
4	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
2	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
6	DSPREM816460	4 PORT 4W DSM CARD
3	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM801070	DUAL T1 E1 WAN CARD
2	DSPREM816460	4 PORT 4W DSM CARD
4	DSPREM801070	DUAL T1 E1 WAN CARD
3	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM

Qty	Nomenclature	Description
2	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
2	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM816460	4 PORT 4W DSM CARD
3	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
6	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM816460	4 PORT 4W DSM CARD
4	DSPREM816460	4 PORT 4W DSM CARD
3	DSPREM801070	DUAL T1 E1 WAN CARD
4	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
2	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
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1	DSPREM816460	4 PORT 4W DSM CARD
3	DSPREM816460	4 PORT 4W DSM CARD
3	DSPREM801070	DUAL T1 E1 WAN CARD
2	DSPREM801070	DUAL T1 E1 WAN CARD
2	DSPREM816460	4 PORT 4W DSM CARD
4	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
2	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM801070	DUAL T1 E1 WAN CARD

Qty	Nomenclature	Description
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
2	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
2	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
2	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
1	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
1	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
1	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
1	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
1	DSPREM801070	DUAL T1 E1 WAN CARD
1	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
2	DSPREM8901	AC POWER SUPPLY 110/220VAC
1	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM816460	4 PORT 4W DSM CARD
1	DSPREM816460	4 PORT 4W DSM CARD
10	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
10	DSTRAK91009	REMOTE SITE CONFIG AC POWER
9	0782099W03	RACK 52"
7	0182643X14	8 PORT 4W E M PANEL
7	0182643X12	WAN interface panel
33	0182643X13	DSM CARD PANEL
3	0182643X12	WAN interface panel
12	DQSC320SFXLDFE5045	COLLINEAR OMNI ANTENNA, 458-468 MHZ
12	DDN9383	1-5/8" 7-16 DIN MALE POSITIVE STOP CONNECTOR
2400	L3405	CABLE; 1 5/8" AVA HELIAX POLY JKT PER FOOT

Qty	Nomenclature	Description
24	TDN9582	1-5/8" CABLE BOOT WALL ROOF PLATE
12	DSUHF50HD	300-700MHZ COMBINER 500W DIN FEMALE CONNECTORS
24	DDN9382	7/8 DIN male
600	L3323	7/8" cable
6	TDN9289	CABLE WRAP WEATHERPROOFING
12	DSL7SGRIP	1-5/8" SUPPORT HOIST GRIP
84	DSSSH158	1-5/8" SNAPSTAK HANGER 10PK
84	DSUA3	UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
6	DQSC320SFXLDFE5044	COLLINEAR OMNI ANTENNA, 458-468 MHZ
6	DDN9382	7/8" DIN M
6	DDN9499	7/8' NM
1200	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
12	TDN9580	7/8" CABLE BOOT FOR WALL ROOF PLATE
12	DDN9498	7/8" TYPE N Male POSITIVE STOP CONNECTOR
600	L3323	7/8" cable
30	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
6	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
6	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
42	DSSSH78	7/8" SNAPSTAK HANGER 10PK
6	DSISB50LNC2	CABLE LIGHTENING ARRESTOR
6	TDN9289	CABLE WRAP WEATHERPROOFING
3	DQ427005210A	Multicoupler
1	DQ7570052101MAX1	Filter
1	DQ7570052103SDX3	Filter
1	DQ7570052103TCX1	Filter
1	DQ7570052103TCX1	Filter
1	DQ7570052102MDX1	Filter
1	DQ737005210TE2TP	Filter
1	DQ737005210TE4F36	Filter
1	DQ737005210TE3F54	Filter
1	DQ737005210TE2HR	Filter
1	DQ737005210TE3AQ	Filter
1	DQ737005210TE2PF	Filter
1	DQ737005210TE3PV	Filter
1	DQ737005210TE3PR	Filter
1	DQ737005210TELI	Filter
1	DQ747005210TE2F37	Filter
1	DS107500AA20011	Powerware Ferrups Single Conversion 7.5 KW with 12 min runtime
24	DSOP820B	Transtector 8 outlet distribution panel
13	DSGXTR4200N005HW	4.2 KW Liebert Rack mount

Qty	Nomenclature	Description
1	DS107500AA20011	Powerware Ferrups Single Conversion 7.5 KW with 11 min runtime
1	DS107500AA20011	Powerware Ferrups Single Conversion 7.5 KW with 11 min runtime
1	DS110000AA20018	Powerware Ferrups Single Conversion 10 KW with 18 min runtime
4	BLN6200	AC POWER STRIP, 6 OUTLET
1	DSCABCLP4BAY	Pepro Pepro 4 Bay Cabinet
1	DSCABCLP3BAY	Pepro Pepro 3 Bay Cabinet
1	Dqmdfrgen	35 KW Generator
3	DQ150TMFS691530193	150-foot monopole tower
2	DSGXTR2700N018	Liebert GTX Rackmount 3000 VA
2	dsop820b	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
36	T7039A	GTR 8000 BASE RADIO
36	X640AL	ADD: UHF R2 MID POWER 435-524
36	CA01949AA	ADD: ANALOG CONVENTIONAL SOFTWARE
36	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE
36	X265AP	ADD: BASE RADIO PRESELECTOR, (380 - 512 MHZ)
36	X153AW	ADD: RACKMOUNT HARDWARE
2	DSPREM816460	4 PORT 4W DSM CARD
2	DSPREM811960	8 PORT 4W E M TO EXT RANGE CRD
2	DSPREM892060	8T1 E1 IF CARD 32K WITH MODEM
2	DSPREM880370	CPU 8 T1 E1 CROSS CONNT
2	DSPREM801070	DUAL T1 E1 WAN CARD
2	DSPREM891830	UNIVERSAL ENCLOSURE TENSR 800
4	DSPREM8901	AC POWER SUPPLY 110/220VAC
2	DSTRAK91071	FOUR PORT IRIG B TIME CODE FDM
2	DSTRAK91009	REMOTE SITE CONFIG AC POWER
6	T7039A	GTR 8000 BASE RADIO
6	X640AL	ADD: UHF R2 MID POWER 435-524
6	CA01949AA	ADD: ANALOG CONVENTIONAL SOFTWARE
6	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE
6	X265AP	ADD: BASE RADIO PRESELECTOR, (380 - 512 MHZ)
6	X153AW	ADD: RACKMOUNT HARDWARE
2	0182643X14	8 PORT 4W E M PANEL
2	0182643X12	WAN interface panel
2	0182643X13	DSM CARD PANEL
2	CA42475AC	7.5 FOOT OPEN RELAY RACK -- DIGTAC
2	0182643X12	WAN interface panel
2	DQSC320SFXLDFE5045	COLLINEAR OMNI ANTENNA, 458-468 MHZ
2	DDN9383	1-5/8" 7-16 DIN MALE POSITIVE STOP CONNECTOR
200	L3405	CABLE: 1 5/8" AVA HELIAX POLY JKT PER FOOT
4	TDN9582	1-5/8" CABLE BOOT WALL ROOF PLATE

Qty	Nomenclature	Description
2	DSUHF50HD	300-700MHZ COMBINER 500W DIN FEMALE CONNECTORS
4	DDN9382	7/8 DIN male
200	L3323	7/8" cable
2	TDN9289	CABLE WRAP WEATHERPROOFING
4	DSL7SGRIP	1-5/8" SUPPORT HOIST GRIP
4	DSSSH158	1-5/8" SNAPSTAK HANGER 10PK
4	DSUA3	UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
2	DQSC320SFXLDFE5044	COLLINEAR OMNI ANTENNA, 458-468 MHZ
2	DDN9382	7/8" DIN M
2	DDN9499	7/8' NM
200	L3323	CABLE: 7/8" AVA HELIAX POLY JKT PER FOOT
4	TDN9580	7/8" CABLE BOOT FOR WALL ROOF PLATE
4	DDN9498	7/8" TYPE N Male POSITIVE STOP CONNECTOR
200	L3323	7/8" cable
6	TDN6674	5/8" - 7/8" CABLE GROUND CLAMP KIT
6	DSL5SGRIP	7/8" SUPPORT HOIST GRIP
6	DSL4SGRIP	SUPPORT HOIST GRIP 1/2" LDF
6	DSSSH78	7/8" SNAPSTAK HANGER 10PK
2	DSISB50LNC2	CABLE LIGHTENING ARRESTOR
2	TDN9289	CABLE WRAP WEATHERPROOFING
1	DQ737005210TE3PR	Filter
1	DQ747005210TE2F37	Filter
2	DSGXTR4200N005HW	4.2 KW Liebert Rack mount
2	DSOP820B	Transtector 8 outlet distribution panel
45	CA01954AA	ADD: WILDCARD w/GPIO
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY

Qty	Nomenclature	Description
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX

Qty	Nomenclature	Description
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
3	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC

Qty	Nomenclature	Description
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	V582	ADD : 4OUT TO R-MUX
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
2	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004

Qty	Nomenclature	Description
1	V582	ADD : 4OUT TO R-MUX
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
1	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
1	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
1	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M
1	F4568	R-MUX 1004
1	F4551	NFM XC RTU WITH I/O-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V346	ADD: 120V 8A PS + 5A/H BAT ON 19IN
1	V306	ADD: PWR BOX 12VDC 1 IN 6OUT ASSY
1	V592	AAD TERM BLCK & CONN WI
1	F4556	NFM XC MULTI PORT-48VDC
1	V345	ALT: RS232 FOR NFM_XC
1	V426	ADD: NFM_XC CPU PLUS RS232
1	FKN4400	FLAT OVAL 2.5M

Qty	Nomenclature	Description
1	F4568	R-MUX 1004
12	F4528	GMC_PER_DEVICE_SW_LICENSES
12	V838	GMC_SW_LIC_PER_TRAK_GPS
45	V801	GMC_SW_LIC_PER_MUT_AID_QUANTAR
10	V803	GMC_SW_LIC_PER_TENSR/IMACS
12	V809	GMC_SW_LIC_PER_NFM-RTU_I-O
12	F2463	RTU_PER_DEVICE_SW_LICENSES
45	V832	RTU_SW_LIC_PER_MUT_AID_QUANTAR
10	V833	RTU_SW_LIC_PER_TENSR/IMACS
10	V834	RTU_SW_LIC_PER_TENSR-IMACS_CONFG
12	V839	RTU_SW_LIC_PER_NFM-RTU_I-O
12	V838	RTU_SW_LIC_PER_TRAK_GPS
14	DSPREM822560	10 PORT LD-SRU CARD

Point to Point

QTY	NOMENCLATURE	DESCRIPTION
24	01010208001	11GHZ B5, LO,ODU-A 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ)
24	01010208002	ODU-A 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ), RECTANGULAR
24	07010110005	ODU Coupler Mounting Kit 11 GHz - 3dB
6	30010195001	50 OHM BRAIDED COAXIAL CABLE - 500 METER, 1640 FEET
24	85009298003	3' HP ANTENNA, 10.125 ~ 11.70 GHZ, DUAL POL, PDR100
48	WB3480AA	PTP 800 Modem 1000/100BaseT with Capacity CAP 10 MBPS
48	WB3616A	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
48	WB3618A	Mains Lead- US 3pin to C5 (PTP 800 AC-DC PSU)
48	WB3622A	AC-DC Power Suppply Convertor (no lead cable included)
48	WB3657A	LPU END KIT PTP 800
48	01010419001	COAXIAL CABLE GROUNDING KITS FOR 1/4" AND 3/8" CABLE
24	RRDN7283A	IPMUX-24/2T1/NULL/NULL/NULL
24	RRDN5971A	Serial-Async cable
24	CLN1836	2610-24 ETHERNET SWITCH
24	WB3486A	PTP 800 CMU 19' RACK MOUNT INSTALLATION KIT
2	66010063001	CRIMP TOOL FOR N-TYPE CONNECTOR
1	WB3108A	1YR PTP SW SPRT CNTRACT (5+ LINKS)
0	WB3560	PTP 800 SERIES 1ST YR UPGRADE TO NEXT BUSINESS DAY ADVANCED REPLACEMENT
0	WB3561	PTP 800 SERIES 2ND YR EXTENDED WARRANTY & NEXT BUSINESS DAY REPLACEMENT
12	WB3659	FCC M/W FREQ COORDINATION SERVICE
3	01010208001	11GHZ B5, LO,ODU-A 11GHZ, TR 490 & 500, LO, B5 (10700.0 - 10890.0 MHZ)
3	01010208002	ODU-A 11GHZ, TR 490 & 500, HI, B5 (11200.0 - 11390.0 MHZ), RECTANGULAR
1	07010110005	ODU Coupler Mounting Kit 11 GHz - 3dB
1	85009298003	3' HP ANTENNA, 10.125 ~ 11.70 GHZ, DUAL POL, PDR100

QTY	NOMENCLATURE	DESCRIPTION
1	WB3480AA	PTP 800 Modem 1000/100BaseT with Capacity CAP 10 MBPS
1	WB3616A	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
1	WB3618A	Mains Lead- US 3pin to C5 (PTP 800 AC-DC PSU)
1	WB3622A	AC-DC Power Suppply Convertor (no lead cable included)
1	WB3657A	LPU END KIT PTP 800
1	RRDN7283A	IPMUX-24/2T1/NULL/NULL/NULL
1	CLN1836	2610-24 ETHERNET SWITCH
1	DSGTS200OD	AUTOMATIC TRANSFER SWITCH, 200A, 120/240V 1-PH, NEMA 3R (GTS SERIES)
1	DS107500AA2001 1	UPS, FE 10KVA/7.5W, 208V, 11 MIN RUNTIME
1	DSCABCLP3BAY	OUTDOOR ENCLOSURE, 3-BAY
2	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION

2 Additional Channels

Qty	Nomenclature	Description
2	SQM01SUM0205	GGM 8000 GATEWAY
2	CA01616AA	ADD: AC POWER
2	CA01618AA	ADD: CONV CHAN GATEWAY
4	CLN1836	2610-24 ETHERNET SWITCH
2	F2979	SM,MLC8000 MOD
2	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST COMPARATOR/GATEWAY
2	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
2	VA00011AA	ADD: 19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
4	DSX41685	Raven Audio Bridge
4	DS40100A4082	SHELF WIRED FOR UP TO TWO 4-WAY, 6-WAY OR 8-WAY - 4-WIRE BRIDGE MODULE
31	F2979	SM,MLC8000 MOD
31	VA00783AA	ADD: ANALOG CONVENTIONAL SIMULCAST COMPARATOR/GATEWAY
31	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
31	VA00011AA	ADD: 19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
23	T7039	GTR 8000 BASE RADIO
23	X640AL	ADD: UHF R2 MID POWER 435-524
23	CA01949AA	ADD: ANALOG CONVENTIONAL SOFTWARE
23	CA01952AA	ADD: ANALOG CONVENTIONAL SIMULCAST SOFTWARE
23	CA01954AA	ADD: WILDCARD w/GPIO
23	X265AM	ADD: BASE RADIO PRESELECTOR, (150 – 174 MHZ)
23	X153AW	ADD: RACKMOUNT HARDWARE
Qty	Nomenclature	Description
1	FilterCAB	Multicoupler, UHF custom 16 port
1	FilterIC	Multicoupler, UHF custom 16 port
1	FilterIC	Multicoupler, UHF custom 16 port
1	FilterT41	Multicoupler, UHF custom 16 port
1	FilterIC	Multicoupler, UHF custom 16 port
1	FilterT41	Multicoupler, UHF custom 16 port

1	FilterCAB	Multicoupler, UHF custom 16 port
1	FilterHWT	Multicoupler, UHF custom 16 port
1	FilterK&B	Multicoupler, UHF custom 16 port
1	FilterHWT	Multicoupler, UHF custom 16 port
1	FilterMET	Multicoupler, UHF custom 16 port
1	FilterSW	Multicoupler, UHF custom 16 port
1	FilterSW	Multicoupler, UHF custom 16 port
1	FilterTG	Multicoupler, UHF custom 16 port
1	FilterFS9	Multicoupler, UHF custom 16 port
1	FilterFIU	Multicoupler, UHF custom 16 port
1	FilterFS36	Multicoupler, UHF custom 16 port
1	FilterHWT	Multicoupler, UHF custom 16 port
1	FilterHWT	Multicoupler, UHF custom 16 port
1	FilterFS68	Multicoupler, UHF custom 16 port
1	FilterFS37	Multicoupler, UHF custom 16 port
21	F4528	GMC_PER_DEVICE_SW_LICENSES
21	V801	GMC_SW_LIC_PER_MUT_AID_QUANTAR
5	DQSC320SFXLDFE5045	COLLINEAR OMNI ANTENNA, 458-468 MHZ
75	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
10	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP CONNECTOR
10	TDN9289	CABLE WRAP WEATHERPROOFING
1000	L3405	CABLE: 1 5/8" AVA HELIAX POLY JKT PER FOOT
10	DDN9383	1-5/8" 7-16 DIN FEMALE POSITIVE STOP CONNECTOR
25	CDN6514	1-5/8" SURE GROUND 2 HOLE LUG
5	DSL7SGRIP	1-5/8" SUPPORT HOIST GRIP
35	DSSSH158	1-5/8" SNAPSTAK HANGER 10PK
35	DSUA3	UNIVERSAL ANGLE ADAPTOR KIT, KIT OF TEN
5	DS1050125AA	CABLE LIGHTENING ARRESTOR
2750	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
10	DSL4TDMPS	1/2" 7 - 16 DIN MALE POSITIVE STOP CONNECTOR
5	TDN9582	1-5/8" CABLE BOOT WALL ROOF PLATE
25	DSPREM821570	4 PORT RS530 V35 HSU CARD IMPROVED CLOCK JITTER
21	ST2500	S2500 MULTIPROTOCOL WAN ROUTER
21	st2511	S2500 FLEXWAN DAUGHTER BOARD
21	dkn6119	CABLE,V.35,FLEXWAN,DTE 10FT

Consoles at FAO Dispatch

Qty	Nomenclature	Description
1	SQM01SUM0186	MASTER SITE CONFIGURATION
4	CA01225AB	ENH: MCC 7500 CONSOLE LICENSES (QTY 5)
1	DLN6692	HP LASERJET PRINTER CP3525DN 110V

Qty	Nomenclature	Description
1	TT2311	Z400 HIGH TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	T7557	ASTRO 25 RADIO AUTHENTIATION CLIENT SOFTWARE
1	T7702	ASTRO 7.11 CLIENT APPLICATION SOFTWARE
1	DS019BLK	19" LCD, BLACK, NON-TOUCH
16	SQM01SUM0205	GGM 8000 GATEWAY
16	CA01616AA	ADD: AC POWER
16	CA01618AA	ADD: CONV CHAN GATEWAY
4	CLN1836	2610-24 ETHERNET SWITCH
8	DSX41685	4-WAY/4-WIRE ACTIVE BRIDGE
1	ST6202	SRC 24 PORT T1/E1EXP II
1	T7380	CO-OP WAN ROUTER RELAY PANEL
2	CLN1836	2610-24 ETHERNET SWITCH
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
16	B1933	MOTOROLA VOICE PROCESSOR MODULE
16	CA01642AA	ADD: MCC 7500 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
16	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
7	CA01643AA	ADD: MCC 7500 TRUNKING OPERATION LICENSE
16	DS22WBLKTS	22" WIDE FORMAT LCD MONITOR BLACK, TOUCH
16	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
16	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
32	B1912	MCC SERIES DESKTOP SPEAKER
16	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
32	B1913	MCC SERIES HEADSET JACK
32	RLN6099A	HDST MODULE BASE W/PTT, 25' CBL
32	RMN5079A	SUPRAPLUS DUAL MUFF HEADSET
16	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
16	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
16	DDN1245	DUAL IRR SW USB HASP WITH LICENSE (VERSION 45)
16	DDN6493	SOUND CARD AUDIGY SE
16	CDN6673	CREATIVE LABS INSPIRE A60
2	B1905	MCC 7500 ASTRO 25 SOFTWARE
2	B1933	MOTOROLA VOICE PROCESSOR MODULE
2	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
2	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
6	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
2	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	TT2313	Z400 LOW TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	DDN9992	HP LE1901W 19 INCH WIDE LCD MONITOR
1	DDN8504	SOFTWARE INSTALL PER WORKSTATION
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG

Qty	Nomenclature	Description
1	DDN9979	SYMANTEC ENDPOINT PROTECTION V11.0 CORP ED LIC & MEDIA SINGLE COPY
1	CDN6673	CREATIVE LABS INSPIRE A60
1	DDN9748	19 INCH BLACK SHELF
1	DDN8325	17" LCD DRAWER W/ KEYBOARD & MOUSE, KVM 16 PORTS, CABLES
1	DDN9632	4 POST SLIDE RAIL KIT FOR NICELOG AND NICECALL FOCUS III
1	DDN7532	SNMP MANAGEMENT APPLICATION
1	DDN9590	SSG140 FIREWALL W/ 2 YEARS SUPPORT
1	CLN1836	2610-24 ETHERNET SWITCH
2	ST6000	S6000 MNR MULTI-PROTOCOL ROUTER
2	ST6017B	S6000 4 PORT ULTRAWAN II MODULE
1	B1912	MCC SERIES DESKTOP SPEAKER
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	B1913	MCC SERIES HEADSET JACK
1	TT2312	Z400 MID TIER WITH WINDOWS 7 (64-BIT) NON-RETURNABLE
1	B1934	MCC 7500 VOICE PROCESSOR MODULE FRU
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CLN1836	2610-24 ETHERNET SWITCH
1	ST6202	SRC 24 PORT T1/E1EXP II
1	T7380	CO-OP WAN ROUTER RELAY PANEL

16 APX Dual Band Radios with Remotes at FAO Dispatch

Qty	Nomenclature	Description
16	L30TSS9PW1 N	APX7500 CONSOLETTE DUAL BAND MODEL
16	GA00345	ADD: UHF R2 MP PRIMARY BAND
16	GA00225	ADD: 7/800MHZ SECONDARY BAND
16	GA00579	ADD: ENABLE DUAL BAND OPERATION
16	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
16	CA01598	ADD: AC LINE CORD US
16	G806	ENH: ASTRO DIGITAL CAI OP APX
16	G48	ENH: CONVENTIONAL OPERATION
16	G51	ENH: SMARTZONE OPERATION APX
16	G90	ADD: NO MICROPHONE NEEDED
16	GA00469	ENH: EXTENDED DISPATCH APX CONSOLETTE
16	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
16	HKN6233	ASSEMBLY,ACCESSORY,APX CONSOLETTE RACK MOUNT TRAY HARDWARE KIT
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
4	DS4383G0104	CONTROL STATION COMBINER, 746-869 MHZ, 4 CHANNEL
1	DQDB404B	DB404-B 4 DIPOLE ANT 5DB OFFSET 450-470Z
300	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT

Qty	Nomenclature	Description
2	ddn1089	TYPE N FEMALE PS FOR 1/2 IN LDF4-50A CABLE
2	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
1	TDN9289	CABLE WRAP WEATHERPROOFING
2	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
1	DSISB50LNC2	COAX PROTECTOR
15	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
1	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
1	DSF1TNRHC	F1PNR-H N(M)RTANGLEHEXHEAD ¼
2	DSSSH12	1/2" SNAPSTAK HANGER 10PK
16	TDF6321	PD16101 OMNI ANTENNA 3 DBD GA
3600	L1705	CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
0	ddn1089	TYPE N FEMALE PS FOR 1/2 IN LDF4-50A CABLE
64	DDN1088	TYPE N MALE PS FOR 1/2 IN LDF4-50A CABLE
4	TDN9289	CABLE WRAP WEATHERPROOFING
32	DSSG1206B2A	1/2" SURE GROUND GROUNDING KIT
16	DSISB50LNC2	COAX PROTECTOR
240	L1700	CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
16	DDN9769	1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
16	DSF1TNRHC	F1PNR-H N(M)RTANGLEHEXHEAD ¼
32	DSSSH12	1/2" SNAPSTAK HANGER 10PK
1	TRN7343	SEVEN AND A HALF FOOT RACK
4	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
2	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
2	DSTSJ100BT	SPD, RJ-48 CONNECTED FOR T1/E1, 10/100BT PROTECTS/PASSES ON ALL 8 PIN
1	DVN4046	MASTER SYSTEM KEY STARTER KIT
1	TRN7466	MOUNTING BRACKET EIA 19 INCH
16	F2360	MCD 5000 DESKSET
16	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
16	TDN1112	ETHERNET CABLE 25' EV CAT5E PCH CBL RJ45M/RJ45M, 25' GRAY
16	FKN8696	CABLE - MCD 5000 DESKSET TO LOGGER
4	F7979	MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU)
4	FHN7469	MCD 5000 DESKSET / RGU POWER SUPPLY WITH USA POWER CORD
4	FKN8695	ETHERNET CABLE 10' WITH RED & BLACK LABELS
16	FKN8690	CABLE - MCD 5000 RGU TO ASTRO CONSOLETTE W9 DIRECT CONNECT
1	FVN5847	MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC
2	CLN1836	2610-24 ETHERNET SWITCH