



**AGREEMENT FOR MAINTENANCE PROGRAM
OF THE PUBLIC SAFETY TRUNKED RADIO
COMMUNICATIONS SYSTEM
MC110003**

THIS AGREEMENT FOR A MAINTENANCE PROGRAM OF THE PUBLIC SAFETY TRUNKED RADIO COMMUNICATIONS SYSTEM is made and entered into as of the date listed above, between the CITY OF BILLINGS, a political subdivision of the State of _____ and E.F. Johnson Company, a Minnesota corporation.

Recitals

WHEREAS, the E.F. Johnson Company designed and constructed a Public Safety Trunked Radio Communications System for the CITY OF BILLINGS; and,

WHEREAS, the parties desire to amend said Agreement for the purpose of providing maintenance service of the Public Safety Trunked Radio Communications System.

W I T N E S S E T H

IN CONSIDERATION OF the foregoing Recitals, the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt of which are hereby acknowledged and objections to the adequacy and sufficiency of which are hereby waived, the parties agree as follows:

ARTICLE 1- DEFINITIONS

As used throughout this Agreement the terms set forth in this article shall have the meanings attributed thereto unless the context clearly indicates a different meaning. Elsewhere and throughout this Agreement, other terms are described and defined. In each such instance, each such term is set forth parenthetically adjacent to the text that describes and defines it, and as used in this Agreement shall have the meaning so defined and described.

- 1.1 “Agreement” shall mean this Agreement between the Contractor and CITY OF BILLINGS, including the exhibits attached hereto and the documents expressly incorporated into this Agreement by reference.
- 1.2 “Council” shall mean the City Council of the CITY OF BILLINGS.
- 1.3 “Contractor” shall mean E.F. Johnson Company, a Minnesota corporation.
- 1.4 “City” shall mean the CITY OF BILLINGS, a political subdivision of the State of Montana.

- 1.5 "Notice to Proceed" shall mean a written notification issued by the City authorizing and directing the Contractor to proceed with the implementation of the Maintenance in accordance with the Statement of Work Documentation.
- 1.6 "Statement of Work" shall mean the document attached to this Agreement as Exhibit A.
- 1.7 "Standard Maintenance Schedule" shall mean the document attached to this Agreement as Exhibit B.
- 1.8 "Site Maintenance Checklist" shall mean the document attached to this Agreement as Exhibit C.
- 1.9 "Maintenance Services" shall mean the Maintenance products and services provided to the City as described in this Agreement, including the exhibits attached hereto.
- 1.10 "Term" shall mean the period commencing with the start date of this Agreement and ending upon the expiration date of this Agreement.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Generally and subject to the terms herein, Contractor shall provide Maintenance Services on the System, in accordance with the terms of Statement of Work

2.2 TERM

The Term for this Agreement shall be: Start Date: September 1, 2011 to Expiration Date: June 30, 2012.

2.3 The purchase price for the Maintenance Services is \$152,979.61, One Hundred Fifty-Two Thousand, Nine Hundred and Seventy-Nine and 61/100 Dollars plus applicable sales taxes.

The purchase price of the contract shall be paid in full prior to the commencement of the Maintenance Services.

The City shall provide a Notice to Proceed on or before August 31st, 2011 or as soon as practical thereafter, for the Maintenance Services.

ARTICLE 3 - GENERAL PROVISIONS

3.1 EQUAL OPPORTUNITY EMPLOYMENT

All hiring by the Contractor shall be on the basis of merit and qualifications. Contractor shall not discriminate in the performance of its duties under this contract on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin. This 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 form of compensation; and selection for training, including apprenticeship. The Contractor agrees to furnish the City with a copy of its Affirmative Action Policy upon request.

3.2 EMPLOYMENT STATUS

It is agreed and understood that the Contractor shall be employed as an Independent Contractor and not be entitled to the benefits and privileges of an employee of City under the City's Civil Service System, and it is further agreed and understood that the Contractor shall be excluded from participating in any fringe benefits not specifically enumerated herein

3.3 ASSIGNMENT

This Agreement shall not be transferable or assignable in whole or in part by either party except with the prior written consent of the other party; provided, however, that a successor in interest by merger, operation of law, purchase or otherwise of all or substantially all of the business of either party shall acquire all interest of such party hereunder without any such consent. Any prohibited assignment shall be null and void.

3.4 FORCE MAJEURE

In the event Contractor is prevented from performing hereunder due to events or circumstances beyond its control, including, without limitation, fire, flood, acts of God, inclement weather, governmental inaction (exclusive of any action or inaction on the part of the City in its administration of this Agreement), acts, orders or regulations, or prolonged shortages of parts or components not attributable to action or inaction on the part of the City, the Contractor's obligation to perform hereunder shall be suspended during the period of such disability without liability.

3.5 GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue of any action or proceeding arising under this Agreement shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County.

3.6 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by hand delivery with a signed receipt or by Federal Express or UPS overnight mail addressed to the party for whom it is intended, at the place specified in this section. Notice shall be effective upon receipt. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR THE CITY:

and

FOR THE CONTRACTOR:

E.F. Johnson Company
Attn: Vice President, Customer Service
1440 Corporate Drive
Irving, TX 75038

with a copy of legal notices to

E.F. Johnson Company

Attn: General Counsel
Fax: (972) 819-0201

or to such other address as any party shall specify by written notice so given.

3.7 HOLD HARMLESS PROVISION

Subject to the terms herein, Contractor shall indemnify and save harmless and defend the City, its officers, agents, servants, employees and subcontractors from and against any claim, demand or cause of action arising out of a breach of this Agreement by Contractor or a negligent act of Contractor, its agents, servants or employees in the performance of its duties under this Agreement. The obligation on the part of Contractor to defend shall include the duty to provide competent counsel selected by Contractor and to pay reasonable attorney's fees in any such claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE (WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR OTHERWISE) HEREUNDER FOR (A) LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT THAT THEY MAY BE LAWFULLY DISCLAIMED; OR (B) ANY CLAIM, DEMAND OR CAUSE OF ACTION RELATING TO OR ARISING OUT OF ANY ERROR, OMISSION OR NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, CONSULTANTS, EMPLOYEES OR OTHER THIRD PARTY NOT OTHERWISE IN CONTRACTUAL PRIVITY WITH CONTRACTOR AND OVER WHICH THE CITY HAS AUTHORITY OR EXERTS CONTROL OR TO WHICH THE CITY HAS GRANTED ACCESS TO THE SYSTEM. IN NO EVENT SHALL CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION OR OTHERWISE EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE OF THE MAINTENANCE SERVICES THAT FORM THE BASIS OF THE CLAIM. Contractor further agrees to maintain during the term of this Agreement such Worker's Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory and to provide proof of such insurance coverage to the City, if requested by the City, at the time of execution of this Agreement.

3.8 DEFAULT

If a party fails to perform a material obligation under this Agreement, the other party may consider that party to be in default. The non-defaulting party shall give the defaulting party written notice of such default, and specify in writing a reasonable amount of time that is in no event less than thirty (30) days during which the defaulting party has to cure such default or provide a cure plan. The amount of time to cure specified shall take into consideration the gravity and nature of the default. If the defaulting party fails to cure the default or provide a cure plan and expeditiously implement such plan within the specified period of time, the non-defaulting party may terminate this Agreement.

3.9 SEVERABLE

If for any reason whatsoever, one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied in any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

3.10 HEADINGS

The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, exhibits and schedules, unless otherwise provided, refer to sections and paragraphs hereof and exhibits and schedules attached hereto, all of which are incorporated herein by this reference.

3.11 SUBCONTRACTORS

Throughout this maintenance plan, Contractor reserves the right to subcontract maintenance plan work to qualified subcontractors. The Contractor will ensure that each subcontractor is in compliance with all articles of this contract.

3.12 COMPLIANCE WITH STATE AND FEDERAL LAW

This Agreement is subject to all state and federal laws and regulations relating to the Contractor's performance and completion of this Agreement, including but not limited to the Americans with Disabilities Act, health and safety, labor, antidiscrimination and environmental laws and regulations

3.13 CONTRACTOR'S INABILITY TO CONTRACT FOR CITY

Notwithstanding anything herein contained to the contrary, Contractor shall not have the right to make any contracts or commitments for or on behalf of the City without first obtaining written consent of City Administrator or designee.

3.14 FINDINGS CONFIDENTIAL

Any reports, information, data given to or prepared or assembled by the Contractor under this Agreement, which the City deems confidential, shall not be made available to the any individual or organization by the Contractor without the prior written approval of the City Administrator or designee.

3.15 CAMPAIGN CONTRIBUTIONS PROHIBITED

It is understood and agreed by the Parties that no portion of the Contractor's compensation to be paid under the terms of this Agreement shall be used as a campaign contribution.

3.16 GENERAL

This Agreement and the exhibits constitutes the final written expression of the agreement between the parties hereto on the subject matter covered herein, is the complete and exclusive statement of such terms and cancels and supersedes all prior agreements, documents, negotiations and discussions between the parties relating thereto. There are no other or further contracts, warranties, promises or representations, either oral or in writing, relating to the subject matter covered herein which are binding upon either party. No purchase order, letter, statement or other oral or written communications passing between the parties hereto, shall become part of or in any way modify or change this Agreement, unless such a writing is expressly declared to be an amendment to or modification of this Agreement and is signed by both parties hereto. The parties acknowledge and agree that each party has participated in the drafting of this

Agreement and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

3.17 ORDER OF PRECEDENCE

If there is a conflict between the documents applicable to this Agreement, the order of precedence for resolving the conflict is (in descending order): (i) this Agreement; and (ii) the Exhibits of this Agreement.

The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

In Witness Whereof, and intending to be legally bound thereby, the parties have entered their duly authorized signatures on the date first set forth above.

E.F. JOHNSON COMPANY

THE CITY OF BILLINGS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: MAINTENANCE AGREEMENT STATEMENT OF WORK (SOW)

Customer Name: **CITY OF BILLINGS**

Date: **9-1-2011**

Number: **MC110003**

The CITY OF BILLINGS (“CUSTOMER”) operates an 800 MHz Multi-Net[®] trunked radio system. This system operates on a continuous basis 24 hours a day, 365 days a year, for the purpose of providing radio communications to emergency services for CITY OF BILLINGS .

1.0 DEFINITIONS:

- 1.1 “Customer” shall mean the Owner of the EFJohnson 800 MHz Multi-Net[®] Trunked Radio System Equipment.
- 1.2 “EFJohnson” shall mean the E.F. Johnson Company.
- 1.3 “Fixed Equipment” shall mean the radio communication system equipment Covered under this maintenance agreement, and may include but not be limited to the 3000 Series Switches or RNT’s and modules, Call Processor/System & Subscriber Manager (CP/SSM) or System Management Module (SMM), Usage Accounting System (UAS), Remote Management Facility (RMF), Orbacom Central Processor and Dispatch Consoles, Zetron Tone Remotes, Zetron 4010 Dispatch Console, as applicable, voice logging system, network management, repeaters, combining equipment, and relevant equipment identified solely by Johnson in this statement of work.
- 1.4 “Site(s)” shall mean the physical location of the Fixed Equipment.
- 1.5 “Links” shall mean any circuits that are used for interconnection purposes of the Fixed Equipment. Circuits are commonly 4-wire audio telephone, microwave, fiber optic, or RF links.
- 1.6 “Subscriber Equipment” shall mean the mobile, portable, and control stations (base stations) and associated accessories.

2.0 SERVICE PROVIDER

- 2.1 EFJohnson may, at its discretion, use subcontractors to perform portions of its obligations under this SOW. EFJohnson elects the following Authorized EF Johnson Service Center in your area as the local service provider; however, EFJohnson reserves the right to appoint an alternative Service Center with equivalent skill and expertise upon reasonable notice provided to CUSTOMER:

Company: ACORN TECHNOLOGIES, INC.
Address: 2110 OVERLAND AVE., SUITE 118
City, State, Zip: BILLINGS, MT 59102
Phone: 406-652-1515

- 2.2 EFJohnson and/or its service provider will maintain a staff of radio service technicians with all necessary vehicles tools and radio maintenance equipment capable of both maintenance and repair of all system components in CUSTOMER radio system.
- 2.3 All measuring devices used by EFJohnson and/or its service provider for final test of any components covered by this Maintenance Agreement shall be current in calibration and traceable to the National Bureau of Standards (NBS). Copies of the calibration certificates shall be provided to the CUSTOMER on the start date of this contract and equipment shall be maintained and calibrated as required throughout the life of this contract.

3.0 EQUIPMENT NOT COVERED

- 3.1 EFJohnson will not maintain or service the following items under this Maintenance Statement of Work:

- 3.1.1 Any equipment that has suffered physical damage or abuse outside of the product normal usage
 - 3.1.2 Radio Antennas, antenna systems
 - 3.1.3 Batteries for Microwave System, batteries for the Orbacom Central Processor, radio batteries
 - 3.1.4 Ancillary radio controlled devices connected to mobile and portable hand held radios
- 3.2 Installation or removal of any radio equipment will not be covered.
- 3.3 The following subscriber equipment is no longer covered:
- ⇒ 85xx Viking portables
 - ⇒ 81xx Avenger portables
 - ⇒ 86xx Tiger mobiles
 - ⇒ 975x Summit mobiles
 - ⇒ 988x mobiles

4.0 EMERGENCY RADIO SERVICES

- 4.1 EFJohnson will provide Emergency Service for all fixed equipment. Emergency Service is defined as all calls, 24 hours per day, 365 days per year, received from CUSTOMER requesting immediate service for the radio system. Such call outs will generally be, but not limited to, sustained failure of fixed equipment, critical system/component failure, loss of trunking, site communications link, ability to communicate to or from consoles or alarm condition reports from remote tower sites or system electronics.
- 4.2 All Emergency Service calls will be immediately acknowledged and a technician assigned when reported during Normal Hours. Normal Hours is defined as Monday through Friday, 8am to 4:30 pm CUSTOMER Local Time, excluding any State Government recognized holiday. All other calls received after Normal Hours will be acknowledged by telephone or radio to the dispatch center within 15 minutes of original request for emergency service. A CUSTOMER representative may accompany the technician on any call outs. EF Johnson shall provide CUSTOMER with an updated callout list of technicians throughout the life of this contract. The list shall include names, addresses and telephone numbers of personnel responsible to respond on a 24-hour / 7-day a week basis.
- 4.3 All Emergency Service calls will be attended on site by at least one radio service technician with necessary tools and radio maintenance equipment capable of repair of all system components in the CUSTOMER public safety radio system within two (2) hours of call notification. On site will be defined as the Dispatch Center, however, at the technician's discretion, response to another site within the radio system may be required, or corrective action may be accomplished by remote diagnostics. All repairs will be completed in a timely manner to restore full system operations.

5.0 NON-EMERGENCY RADIO SERVICE

- 5.1 Non-emergency Radio Service is defined as maintenance or repair of system components that have not caused a failure or emergency condition.
- 5.2 EFJohnson will include technician's labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

6.0 800 MHz MULTI-NET[®] TRUNKED RADIO SYSTEM

- 6.1 CUSTOMER service calls to EFJohnson concerning 800 MHz Multi-Net[®] Trunked Radio System will initially be considered as emergency service calls.

- 6.2 This equipment will be serviced on site when practical. All sites, all components, parts and electronics, wiring/cable operational functions, software, hardware, firmware and features for existing system. Such as, but not limited to, Repeaters, RNT 3000 Switch Components, SSM/CP (UAS) equipment and Control Stations with and without remote, Lightning Protection Devices and UPS devices. EFJohnson will respond to service calls for battery related problems, however, replacement of batteries is not covered under this plan as noted in Section 3.1.3.
- 6.3 EFJohnson will provide routine maintenance on Net and System Manager Computers, workstations and existing software programs and printer located at the dispatch center. EFJohnson will provide a written overview of the computer equipment on a two year basis and recommend any upgrades/purchases that EFJohnson feels would be in the best interest of CUSTOMER to keep its computer equipment up to date with industry standards.
- 6.4 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.
- 7.0 MOBILE RADIO SERVICE** (Limited to E F Johnson 800 MHz Multi-Net[®] Trunked Radio System Mobile Radio Equipment.)
- 7.1 Mobile Radio Equipment will be serviced on site (*police/fire/ambulance*) within 48 business hours of call for service. Some conditions may require that the vehicle be taken to the service facility. Service to mobile radio equipment will be scheduled in advance during normal shop working hours (*Monday / Friday 8am-4pm*) by contacting the Service provider designated in Section 2.1 of this Maintenance Statement of Work.
- 7.2 Radio Programming, except upon returning a repaired radio to service, is not included in this Maintenance Statement of Work.
- 7.3 Installation and/or removal of radios, except as required for repair or service, are not included in this Maintenance Statement of Work
- 8.0 TELEPHONE CIRCUITS** (used to control radio equipment)
- 8.1 Such calls to EFJohnson will initially be considered as emergency service calls.
- 8.2 When a service call is made and the resulting trouble is determined to be a defective telephone circuit creating the trouble condition, the initial service call will be covered by EFJohnson at no charge. Upon determination of telephone line difficulty, the technician will be responsible for notifying the telephone company repair service. The technician will report to the Dispatch Center that the telephone company repair service has been notified and what actions are being taken to resolve the trouble condition.
- 8.3 Subsequent service calls relating to the same telephone circuit trouble condition, even if intermittent or if EFJohnson has to respond and work with the telephone company repair service to resolve the trouble condition, will require reimbursement to EFJohnson by CUSTOMER for labor and travel time associated with the subsequent service call(s) at a rate of \$100 per hour with a minimum one hour charge. Calls after normal work hours will be charged at the rate of \$150 per hour with a minimum 2 hour charge.
- 9.0 RADIO CONTROL STATIONS**
- 9.1 Such calls to EFJohnson will initially be considered as emergency service calls.

9.2 All components, parts and electronics, for existing equipment are included. This equipment will be serviced on site when practical.

9.3 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

10.0 DISPATCH CONSOLE SYSTEMS

10.1 Such calls to EFJohnson concerning dispatch console systems will initially be considered as emergency service calls.

10.2 All components, parts and electronics for existing systems, to include all wiring and current operational functions, software/hardware firmware and features are included. This equipment will be serviced on site when practical.

10.3 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

11.0 MICROWAVE SYSTEM

11.1 CUSTOMER service calls to EFJohnson concerning the Microwave System will initially be considered as emergency service calls.

11.2 The microwave system equipment will be serviced on site semi-annually in accordance with the Microwave Checklist in Appendix B. Manufactured discontinued equipment will be serviced on a best effort basis. Any equipment that cannot be serviced or repaired will be replaced at CUSTOMER expense. EFJohnson will be required to deliver to CUSTOMER a detailed report indicating the reasons why equipment cannot be serviced or replaced and options available to rectify any loss of critical infrastructure.

11.3 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

12.0 TOWER STRUCTURES:

12.1 CUSTOMER service calls concerning the tower and antenna system will initially be considered as emergency service calls.

12.2 EFJohnson will not provide any maintenance or repair of the tower. When necessary, EFJohnson will assist CUSTOMER in obtaining service and repair for tower.

12.3 EFJohnson will provide contact information for tower and antenna system maintenance contractors that would be capable of responding to a tower related service call within 24 hours for CUSTOMER. CUSTOMER will be responsible for the associated tower maintenance contractor costs.

13.0 SPARE PARTS

13.1 EFJohnson will maintain a sufficient supply of critical spare parts for repair to system components, except where manufactured discontinued items are no longer available.

- 13.2 For both emergency and non-emergency service calls, EFJohnson will include technician labor, parts, travel and shipping for maintenance and repair of covered components and costs for Technical Support Group calls and equipment exchange or loan.

14.0 PREVENTIVE MAINTENANCE PLAN

- 14.1 EFJohnson can conduct an annual Performance Renewal Program (PRP) (**Exhibit D**). The cost for this service is as stated in the Maintenance Agreement, paragraph 2.2. The PRP is designed to return all infrastructure equipment in the radio system to factory specifications. This will include routine maintenance on Net and System Manager Computers and workstation and existing software programs located at the dispatch center. A prescribed set of preventive maintenance checks, (quarterly and semi-annually), will be accomplished through the maintenance provider through an agreed upon schedule with CUSTOMER (**Exhibits B & C**).

15.0 LIGHTNING PROTECTION / GROUNDING SYSTEMS:

- 15.1 EFJohnson will examine existing lightning protection devices and grounding systems at all sites on an annual basis as part of the Performance Renewal Program. The cost to repair and/or replace any lightning protection devices will be the responsibility of CUSTOMER.

16.0 REPAIRS AND REPLACEMENT:

- 16.1 In order to ensure that the radio system is always operating at factory specifications, EFJohnson, when deemed necessary, will maintain, repair or replace defective equipment or components covered in the maintenance agreement at no additional charge to include labor, shipping and travel. Repair of items not manufactured by EFJohnson will be provided on a best effort basis. However, if these items cannot be repaired, replacement will be the responsibility of the CUSTOMER if it is outside the scope of warranty. The following conditions are specifically excluded from this Maintenance Statement of Work:

- 16.1.1 Vandalism or Sabotage.
- 16.1.2 Fire damage unless covered component is determined to have caused fire damage. Failure or damage due to user negligence, accidents, misuse, abuse or unauthorized modification, AC power surges.
- 16.1.3 Act of God, severe weather events, ice/snow, flooding, lightning strike or other extraordinary circumstances beyond the control of EFJohnson.
- 16.1.4 Service on radio or microwave equipment installed by a vendor other than EFJohnson or approved subcontractor.
- 16.1.5 Installation or removal of new radio equipment, in new vehicles, or removal from vehicles going out of service.
- 16.1.6 All parts and material used will be OEM new, OEM reconditioned or factory manufacture approved, or newer version may be used if such will not create compatibility problems.
- 16.1.7 Any equipment that leaves a site for repair shall be documented on a traceable work order by description and full serial number.

16.1.8 Any equipment removed from a site due to a maintenance issue shall be documented on a traceable work order by description and full serial number and restored back into its original location. All equipment is to be returned to its site within 7 work days following the completion of repair.

17.0 MAINTENANCE RECORDS:

17.1 EFJohnson will maintain records of all maintenance and repair activity. Records will contain the following information: (1) date/time, (2) job number, (3) action taken, (4) what was repaired or replaced, and: (5) the name of technician who performed work.

18.0 SECURITY AND SITE ACCESS:

18.1 EFJohnson understands the need for security with the radio system. Access keys, passwords, telephone numbers and computer software utilized for remote diagnostics and radio programming shall be treated as confidential and shall only be released to CUSTOMER'S authorized personnel. CUSTOMER will provide EFJohnson a list of such authorized persons. Site access is restricted to EFJohnson, its employees, and its authorized subcontractors. All other persons EFJohnson may deem necessary to be on site will require permission in advance from CUSTOMER's designated representative.

APPENDIX A: COVERED EQUIPMENT

Item	Qty	Description
1	15	Repeaters
2	1	RNT Switch ⁽¹⁾
3	1	SSM/CP (Switch Computer) ⁽²⁾
4	1	Console System (CPP) (Orbacom Switch Cabinet) ⁽³⁾
5	6	Console Positions ⁽⁴⁾
6	3	Voter Modules
7	1	Simulcast Controller
8	1	Simulcast Host Computer
9	3	Station Site Controller
10	4	Spectracom GPS
11	1	Microwave
12	2	Channel Banks
13	0	Base Station
14	0	Control Station
15	0	Remotes
16	302	Mobiles
17	579	Portables

⁽¹⁾ This is the cabinet that controls the repeaters and interfaces to the Dispatch Console system. Includes the RNT Switch Cabinet, power supplies in the cabinet and all the cards in the cabinet.

⁽²⁾ This is the computer that controls the switch and handles the subscriber management and reporting. Includes the computer, monitor, keyboard and mouse. Includes repair (if possible), but not replacement of the computer/monitor upon catastrophic failure.

⁽³⁾ This is the cabinet that controls the Dispatch Console positions. Includes the cabinet, power supplies in the cabinet and all the cards in the cabinet.

⁽⁴⁾ These are the computers that are used to dispatch calls. Includes the computers, monitors, keyboards, mouse and Console Interface Position (CIP) trays. Includes repair (if possible), but not replacement upon catastrophic failure.

21.0 SPECIAL PROVISIONS

21.1 The following special provisions are hereby incorporated into this Maintenance Agreement:

21.1.1 EFJohnson shall invoice the CUSTOMER for 100% of the purchase price 30 days prior to the first day of each Term in advance of commencement of services.

21.1.1.1 Impacts of 800 MHz Rebanding. CUSTOMER has entered into a Rebanding Agreement with EFJohnson, through which EFJohnson will replace CUSTOMER'S subscriber radios as defined in a Frequency Reconfiguration Agreement (FRA) between CUSTOMER and Sprint Nextel. This will impact the subscriber equipment covered by this Agreement. Replacement subscriber radios will not be deployed at a single point in time. The quantity of existing radios and replacement radios will therefore be constantly changing, and exact timing cannot be predicted at this time. The Parties therefore agree as follows:

21.1.1.2 For each month of this Agreement, in which replacement radios are deployed, EFJohnson will identify a maintenance credit to CUSTOMER for units that have been replaced. This credit will

be applied against future Maintenance Agreements, and calculated as follows - \$2.83 per radio replaced in previous months, plus \$1.44 per radio replaced in the current month.

EXHIBIT B: STANDARD MAINTENANCE SCHEDULE

Every site will be visited every quarter. This maintenance plan is perpetual in nature, and the cycle repeats as follows:

Month 1	
Month 2	
Month 3	A
Month 4	
Month 5	
Month 6	A/B
Month 7	
Month 8	
Month 9	A
Month 10	
Month 11	
Month 12	A/B/C

Maintenance schedule “A” - this schedule is performed on a **quarterly** basis at all sites. Repeater data and deviation tests are performed on all repeaters. This procedure includes complete visual inspection inside and out, a checklist of alarms and operational parameter indicators.

Maintenance schedule “B” - this is the **semi-annual** procedure. System sensitivity and System squelch tests are performed on all repeaters.

Maintenance schedule “C” - this is the **annual** PRP procedure. Please see PRP Statement of Work (Exhibit **D**) for detailed information.

Data from each visit shall be recorded on the Site Maintenance Checklists. See Exhibit **C**.

EXHIBIT C: SITE MAINTENANCE CHECKLIST

Customer: _____
 Site Name: _____
 Date: _____
 Tech: _____

Maintenance Schedule A

1. Site Visual Checks

Fence/Gate	<input type="checkbox"/>	Temp/Humidity	<input type="checkbox"/>
Bulkhead	<input type="checkbox"/>	Bulkhead/RF	<input type="checkbox"/>
Coax/Gnd	<input type="checkbox"/>	Wire/Cable	<input type="checkbox"/>
Tower	<input type="checkbox"/>	OCXO	<input type="checkbox"/>
Site Log	<input type="checkbox"/>	GPS	<input type="checkbox"/>
Other	_____	Mux	<input type="checkbox"/>

2. Repeater Checks (All items are Pass/Fail)

Rptr	Alarms	1PPS	TX IAC	TX SMC*	TX Temp	Audio	10sUpdate
1							
2							
3							
4							
5							
6							
7							
8							

* Simulcast only

Rptr #	Rpt Data		Re-TX Deviation	
	TX ⁽¹⁾	RX ⁽²⁾	@ 1.5kHz	@ 2.5kHz
Repeater 1				
Repeater 2				
Repeater 3				
Repeater 4				
Repeater 5				
Repeater 6				
Repeater 7				
Repeater 8				

Specifications

(1) 800 MHz = 1 KHz, 900MHz = 800 Hz

(2) 340 milli-volts

3. Cold Reboot, Win NT site computer

Maintenance Schedule B

Repeater #	System Sensitivity ⁽¹⁾	System Squelch ⁽²⁾
Repeater 01		
Repeater 02		
Repeater 03		
Repeater 04		
Repeater 05		
Repeater 06		
Repeater 07		
Repeater 08		

Specifications

- (1) < .35 μ v @ 12 dB SINAD
- (2) Unsquench @ 6 dB

Perform corrective action as necessary on failed items to return to specification. Indicate corrective action performed in the Notes section.

Notes:



EXHIBIT D: PERFORMANCE RENEWAL PROGRAM (PRP) STATEMENT OF WORK

1.0 GENERAL

- 1.1 This Statement of Work (SOW) is used in conjunction with the EFJohnson Performance Renewal Program (PRP).
- 1.2 Definitions:
 - a) “Customer” shall mean the Owner of the Equipment and/or the Buyer of the PRP service.
 - b) “EFJohnson” shall mean the E.F. Johnson Company.
 - c) “Fixed Equipment” shall mean the radio communication system equipment to be evaluated under the PRP to include the 3000 Series Switch and modules, System & Subscriber Manager (SSM) or System Management Module (SMM), Usage Accounting System (UAS), Remote Management Facility (RMF), as applicable, voice logging system, network management, dispatch consoles, repeaters, combining equipment, and relevant equipment agreed to by EFJohnson and CUSTOMER.
 - d) “Site(s)” shall mean the physical location of the Fixed Equipment.
 - e) “Links” shall mean any circuits that are used for interconnection purposes of the Fixed Equipment. Circuits are commonly 4 wire audio telephone, microwave, fiber optic, or RF links.
 - f) “Subscriber Equipment” shall mean the mobile, portable, and control stations (base stations) and associated accessories.
- 1.3 Working hours, working conditions, access to work sites, and, if required, local transportation shall be arranged for and clearly defined. EFJohnson’s workday is defined as a ten (10) hour day. Arrival and departure dates for EFJohnson personnel shall be clearly communicated between Customer and EFJohnson, prior to departure of EFJohnson personnel.
- 1.4 This SOW does not change, or alter in any way, the previous equipment warranty.
- 1.5 EFJohnson will upgrade system software and firmware to latest releases as applicable and necessary to optimize performance and meet factory specifications. (Does not include upgrades to mobiles and portables.) A one-year Programming and Flash software subscription has been included in the purchase of this PRP at no additional charge.

2.0 EQUIPMENT AND SITE INFORMATION

- 2.1 The Fixed Equipment will be located at the Sites as outlined in EFJohnson documentation (e.g. drawing packages, data base).
- 2.2 The Equipment included for service within the guidelines of this SOW will be what is identified in EFJohnson documentation. If additional equipment is to be included in the services, it must be identified by the Customer in advance. There may be an additional charge to the Customer.
- 2.3 Subscriber Equipment is not serviced during a PRP and is not a part of this SOW.

3.0 EFJOHNSON'S RESPONSIBILITIES

- 3.1 EFJohnson shall designate a contact person(s) to coordinate EFJohnson’s responsibilities.
- 3.2 EFJohnson shall adjust the Fixed Equipment for optimum performance within factory specifications. This will include Switch (RNT) power supplies, all cards within the switch (RNT), associated levels across links (see Customer link responsibilities), repeaters, logging equipment, consoles, as applicable.
- 3.3 EFJohnson shall inspect, and adjust as applicable, the combining equipment, computer-based elements, and other relevant Equipment.
- 3.4 EFJohnson shall update all relevant software and firmware in the switch (RNT) Modules, SSM (or SMM, UAS, RMF, as applicable), consoles, and other pertinent Fixed Equipment to the latest version when prudent and when performance improvements can be realized.

- 3.5 EFJohnson shall perform field updates to pertinent Fixed Equipment when prudent and performance improvements can be realized.
- 3.6 EFJohnson will provide a ninety (90) day guarantee for all workmanship and materials in conjunction with the work performed under this Statement of Work.

4.0 CUSTOMER'S RESPONSIBILITIES

- 4.1 Customer shall designate a contact person(s) (e.g. Project coordinator, system manager, technician, etc.) to coordinate Customer's responsibilities as set forth in this SOW.
- 4.2 Customer shall provide and permit timely access to any communication towers, equipment shelters and other electrical and mechanical equipment necessary for EFJohnson to complete the PRP service.
- 4.3 Customer is responsible for the RF environment at the Equipment Sites (e.g. site noise, adjacent channel problems, etc.).
- 4.4 Customer is responsible for timely resolution of telephone circuits and leased microwave link problems noted by EFJohnson during the course of the PRP. If the telephone circuits and leased microwave links cannot be repaired during the allotted PRP time, it is the Customer's responsibility to correct any portions of the service work that could not be performed due to the Link problem. EFJohnson will be responsible for PRP on all EFJ supplied equipment.
- 4.5 Customer is responsible for supplying a copy of the users Fleetmap(s) (Programming) and a minimum of two radios (preferably portables) to use for testing on the system while performing the PRP.
- 4.6 Customer is responsible for all tower, antenna, coax and other ancillary equipment problems.
- 4.7 Customer is responsible for repair or replacement of any assemblies identified by EFJohnson during the service work that are not field repairable, or are not in an EFJohnson Warranty or Maintenance Period. This will be outside of the price quotation for the PRP itself. The Customer will receive a ten (10) percent discount off any exchange modules, from the exchange/loan program's stock, needed as a result of this service. If this is not handled through the exchange/loan program, or does not fall in the time-frame of the PRP, the Customer will assume responsibility for reinstallation of the identified Equipment if the work done is not covered by the maintenance agreement.
- 4.8 Customer is responsible for costs due to delays beyond the control of EFJohnson at the daily rates specified in the quotation.
- 4.9 Customer is responsible for the cost associated with any specialized equipment or transportation needed to reach equipment sites.

5.0 PRP CHECKLIST

Customer: _____
 Date: _____
 Site: _____

Item	Description	Chk'd/Set
5.1.	SWITCH/RNT	
a	Upgrade CP/SSM Software (as necessary)	
b	Upgrade remote SSM software (as necessary)	
c	Defrag Hard Disk	
d	Upgrade Switch (RNT) Firmware (as necessary)	
	DCM	
	CIM	
	WAM	
	MCM/IDM	
	CPM	
	DIM	
	NetNIM	
	SNM	
	TIM	
e	Check and set voltages on power supplies	
f	Check dips switch setting on PTM cards. (S6 and S8 position 2 should be ON in a 6 shelf RNT.)	
5.2.	FUNCTION TESTS	
a	Telco Calls	
b	Wide Area Calls	
c	Console Functions	
d	Review restart & backup procedures with customer	

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Item	Description	Chk'd/Set
5.5.	VOTERS	
a	Check voter bucket level	
b	Rx Audio Level	
c	Check link levels.	
5.6.	REPEATERS	
a	Upgrade Repeater Flash	
b	Upgrade Repeater Firmware	
c	Check HSDB dipswitch settings on end MPC cards.	
d	Check HSDB dipswitch settings on center MPC cards.	
e	FCC Frequency	
f	RX Frequency	
g	Sinad 12 dB	
h	Distortion	
i	Squelch Threshold	
j	RX Data VACRMS	
k	Power Out P.A.	
l	Power Out Antenna	
m	Power Reflected (mW)	
n	Data Deviation kHz	
o	Voice Deviation kHz	
p	TX Frequency	