

**PUBLIC SAFETY COMMUNICATIONS SYSTEM AGREEMENT BETWEEN
CLEVELAND COMMUNICATIONS, INC. AND
THE CITY OF AVON**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. DESCRIPTION OF EQUIPMENT AND SERVICES TO BE PROVIDED:

Cleveland Communications, Inc. will, on behalf of the partner agencies, design, install and maintain an L3Harris, APCO P-25, Phase-II, Linear Simulcast, two-way radio system. The system will initially consist of three, five-channel transmit and receive sites linked together using commercial grade, licensed microwave. The system will be interfaced to the City of Elyria radio system, the AT&T FirstNet system, L3Harris BeOn network and other neighboring radio systems for interoperability.

B. CCI AGREES TO THE FOLLOWING:

1. Cleveland Communications, Inc. Offers to parties the use of three (3) site, trunked, simulcast, P-25 phase-II 700/800 MHz two-way radio systems for police, fire, EMS and other departments within the partner agency's control.
2. Cleveland Communications, Inc. will provision L3Harris MASTR-V site equipment to include the following:
 - a) Five L3Harris MASTR-V Base Stations.
 - b) Dual GPS Receivers.
 - c) Tower Top Amplifiers.
 - d) Transmit Combiners.
 - e) Power Supplies.
 - f) Receiver Multi-couplers.
 - g) Cisco Routers & switches.
 - h) UPS Equipment.
 - i) Equipment Shelter.
 - j) Site Generator.
 - k) L3 Harris Network Sentri.
 - l) Antenna System.

3. Cleveland Communications, Inc. will employ an L3Harris VIDA core to manage all three sites, provide record keeping services for the radio system, control access to the system and provide alarm and control functions for the radio system.
4. Cleveland Communications, Inc. will provide access to the BeOn PPT application services for the partner agencies.
5. Cleveland Communications, Inc. will provide access through the VIDA core to the AT&T FirstNet nationwide PTT network for the partner agencies.
6. Cleveland Communications, Inc. will provide Fifty (50) L3Harris XL-200M mobile radios for use by the partner agencies.
7. Cleveland Communications Inc. will provide Fifty (50) XL-200P portable radios for use by the partner agencies.
8. Cleveland Communications, Inc. will provide a locked-in discount pricing structure for the partner agencies for a period of two (2) years from the date this Agreement is executed by CCI and the partner agencies on XL-200M mobile and XL-200P portable radios. This offer is further extended to Lorain County agencies as well.
9. Cleveland Communications, Inc. will provide a coverage GUARANTEE of 95% in building, portable coverage at DAQ-3.4 for the three (3) site radio system to be used by the partner agencies.
10. Cleveland Communications, Inc. will, upon installation of the "System", conduct a coverage study to verify system coverage as predicted by RAPTR.
11. Cleveland Communications, Inc. will license the necessary microwave equipment needed to provide connectivity between the various sites not already licensed.

12. Cleveland Communications, Inc. will provide 24 hours/7 days a week, 365 days a year service for issues and outages regarding the radio system and user terminal equipment. Technicians will be required to answer all calls at all times for infrastructure service-related issues and will respond immediately to any issues.

C. THE COMMUNITIES AGREE TO THE FOLLOWING:

1. Maintain all user terminals and other devices in good working order. Cleveland Communications, Inc. as a part of this agreement will offer service contracts for partner agencies to provide preventive maintenance.
2. Each Community agency is responsible for the security of user terminals (Mobile & portable radios) and other devices (BeOn Apps) used on the system. Any loss of programmed equipment must be reported to CCI as soon as the terminal device loss is discovered.
3. Each Community agency shall not allow user terminals and other devices to be used by others not authorized under the terms of this agreement. No loaning of user terminals or other devices is authorized. It is not the intent of this section to prevent the loaning of radios to other partner agencies.
4. The Community agencies and CCI will collaboratively work together to set up and maintain user talk group structures and data bases.
5. Each Community Agency is responsible for notifying CCI of additional terminal equipment they wish to add to the network. A complete listing of serial numbers, model numbers and manufacturer of said equipment must be provided prior to CCI activating the new equipment. If old equipment is to be removed, Partner shall promptly notify CCI of the removal to adjust billing accordingly.

6. Community agencies agree to allow access to municipally owned/contracted transmitter sites that are required for the use of the radio system.
7. Community agencies shall hold the necessary FCC 700/800 MHz licenses for the radio systems used and shall agree to provide access to said licenses by CCI for use only on the proposed radio system.
8. Each Community agency must upgrade existing console(s) to appropriate software/firmware/hardware level to support CSSI and provide suitable connectivity at Partner's location.
9. The Communities will be responsible for all installation fees associated with console/terminal equipment and the purchase of their own consoles, routers, switches and software/firmware/hardware required to successfully add the agency to the network. Control station radios can be employed for console connectivity.

D. DURATION OF AGREEMENT:

The service agreement shall commence upon acceptance of the radio system installation and shall continue for a period of twenty-four (24) months from that date and shall be automatically renewable for additional twenty-four (24) month terms, unless either party notifies the other of intent to cancel at the end of the term no less than thirty (30) days before the end of the term. All fees are subject to an increase at each contract renewal based on the Consumer Price Index (CPI) effective on January 1, of that year.

E. FEES FOR EQUIPMENT AND SERVICES:

Cleveland Communications, Inc. will invoice the partner in the following ways:

Primary costs:

1. Mobile & Portable Radios \$10.00 per Unit per Month
2. Control Station Radios \$40.00 per Unit per Month

Add on Costs:

3. CSSI Interface for Consoles \$ 240.00 per Position per Month *
4. CSSI Configuration Fee \$400.00
5. BeOn User Fee \$10.00 per Unit per Month
6. BeOn Activation \$295.00
7. AT&T FirstNet ISSI Interface Activation Fee \$400.00
8. AT&T FirstNet User Fee
 - a) Talk Groups 1-3 \$1,400.00 Annually
 - b) Any Additional Blocks of Two \$1,400.00 Each
 - c) User Fee \$5.00 per Unit per Month
 - d) Router/Configuration Set Up \$880.00 per Channel
 - e) CCI DFSI/Analog 4-wire Set Up \$3,000.00
 - f) Pagers \$50.00 to program and set up

F. ASSIGNMENT:

This agreement can be assigned by Cleveland Communications, Inc. at any time with the express written consent of the City of Avon, said consent not to be unreasonably withheld. Said agreement shall be enforceable against any successor assignee.

G. BILLING TERMS:

Invoices for user fees will be issued on an agreed to basis either monthly, quarterly, or annually. Invoices are due and payable within 30 days. Please remit payment to:

Cleveland Communications, Inc.
5220 Hauserman Rd.
Parma, OH 44130

G. LORAIN COUNTY SPECIAL PROVISION:

If, during this Lease, Lorain County determines it will buildout the necessary transmit/receive sites to complete a Countywide public safety communications radio system, Lessor agrees to allow Lessee to negotiate the inclusion of the expanded radio system into the original radio system as described in ¶A and Schedule A herein. If Lorain County determines it wants

to purchase the assets owned by Lessee and acquire the use of the assets provided by the Lessor, both parties agree to negotiate in good faith with Lorain County to provide the best solution for all the parties. Monthly fees will terminate upon acceptance of the expanded system by Lorain County.

H: COMPLETE AGREEMENT:

This agreement executed by parties contains the entire understanding of the parties and such understanding may not be modified or terminated except in writing and signed by the parties hereto. Each party warrants that it has the full legal authority to enter into said agreement:

Alan L. Close, President
Cleveland Communications, Inc.
5220 Hauserman Rd.
Parma, OH 44130

Date

Duane Streater, Safety Director
City of Avon, Ohio
36080 Chester Road
Avon, OH 44011

Date