

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

INTERLOCAL AGREEMENT
FOR RADIO SERVICE

THIS INTERLOCAL AGREEMENT FOR RADIO SERVICE(the "Agreement") is entered into on _____, 2016 and made effective as of _____, 2016 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation ("Charlotte"), MECKLENBURG COUNTY, a political subdivision of the State of North Carolina ("Mecklenburg County"), and MOORESVILLE, a North Carolina municipal corporation ("Mooresville").

WITNESSETH:

WHEREAS, Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations;

WHEREAS, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region;

WHEREAS, Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants;

WHEREAS, the Radio System supports public safety needs and provides service to various Charlotte and Mecklenburg County departments and other local government entities in the region;

WHEREAS, Mooresville and Charlotte/Mecklenburg County recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies;

WHEREAS, Mooresville and Charlotte/Mecklenburg County have made the enhancement of homeland security an increased priority, and both entities are committed to securing grant funds for the Radio System and to assisting each other in the recruitment of regional users for the system;

WHEREAS, Mooresville and Charlotte/Mecklenburg County now desire to expand the Radio System into Mooresville through connection with the Mooresville Radio Subsystem, and to consolidate operation and management of the Radio System under the City of Charlotte;

WHEREAS, North Carolina General Statutes §§153A-445(a)(1) and 160A-460 *et. seq.* authorize Charlotte/Mecklenburg County and Mooresville to enter into an Interlocal agreement regarding connection of the Mooresville Radio Subsystem to the Radio System;

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

Exhibit A:	FCC Licenses
Exhibit B	Baseline Radios and Consoles
Exhibit C:	Service Level Agreement (SLA)
Exhibit D	Service Fee Schedule

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. Definitions.

- 2.1. **“Baseline Number”** means the number of radio and console units used by Mooresville and each of its Agencies as of the Effective Date., as set forth in **Exhibit B**.
- 2.2. **“CPI Increase”** means the percentage increase in the Consumer Price Index for all Urban Consumers (“CPI”) during the twelve-month period preceding the date at which the CPI Increase is to be used for purposes of this Agreement. If the CPI ceases to exist, then, for purposes of this definition, the parties agree to use whatever new or old index is substantially equivalent to the CPI.
- 2.3. **“Effective Date”** means the date when this Agreement has been ratified by resolution by all governing units that are listed as a party to this Agreement.
- 2.4. **“FCC Licenses”** means the authorizations issued by the Federal Communications Commission (“FCC”) which are necessary to operate the Mooresville Radio Subsystem.
- 2.5. **“Mooresville Agency”** means any division of Mooresville, or any other organization or division of an organization that operates within Mooresville or Iredell County, and has signed an agreement with Mooresville for use of the Radio System,
- 2.6. **“Mooresville Radio Subsystem”** means the 1-site, 12 channel ASTRO P25, Astor Site Repeater (ASR) System located in Mooresville, all hardware and software encompassed in the foregoing, and all updates and enhancements to the foregoing, which subsystem will interface to the Regional Master Site and comprise an expansion of the Radio System into Mooresville (though it will not be considered part of the Radio System for purposes of this Agreement). The Mooresville Radio Subsystem will be owned by Mooresville at all times during and subsequent to the term of this Agreement.
- 2.7. **“Mooresville Radio Communications Council”** or “Mooresville RCC” means the Radio Communications Council representing the Mooresville Agencies.
- 2.8. **“Operator”** means either Charlotte or Mecklenburg County, whichever is then responsible for the operation, maintenance, licensing and upgrade of the Radio System. Charlotte is the current Operator. If Mecklenburg County becomes the Operator, it will continue to fulfill the terms of this Agreement.
- 2.9. **“Public Safety Agencies”** means Agencies whose primary function is law enforcement, fire fighting or emergency medical care, as reasonably determined by the Operator.
- 2.10. **“Radio Communication Council”** means the council of Mooresville Agencies that use the Radio System, as described more specifically in **Section 3.8** of this Agreement.
- 2.11. **“Radio Service Fee”**: means the annual fee to be paid by Mooresville for the Mooresville Agencies for the performance of Operator Services and access to the Radio System, as described more specifically in Exhibit D.
- 2.12. **“Radio System”** means: (a) the 800 MHz trunked radio system infrastructure currently operated by Charlotte (consisting of eight primary Simulcast tower sites and related operations), (b) the Regional Master Site and all subsystems currently a part of the radio

system by agreement with the Operator, (c) all hardware and software encompassed in the foregoing infrastructure; (d) all updates and enhancements to the foregoing; and (e) the FCC licenses necessary to operate the Radio System. The Radio System does not include mobile and portable radio subscriber devices, nor does it include the Mooresville Radio Subsystem.

- 2.13. **“Regional Master Site”** means the radio infrastructure and associated site(s) used by the Operator to control the network, optimize performance, and facilitate interoperable communications between the different agencies and radio subsystem.
- 2.14. **“Regional Radio Board”** means the regional radio board created by the Interlocal Agreement for Regional Radio Agreement entered into by and among Charlotte and various other government entities to: (a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures.
- 2.15. **“Service Level Agreement” or “SLA”** means the agreement setting forth the detailed obligations of Charlotte and Mooresville and attached as **Exhibit C** to this Agreement.
- 2.16. **“Subsystem Manager”** means the entity designated by the Mooresville RCC to be responsible for governance Mooresville Radio Subsystem and collection of fees from the Mooresville Agencies.

3. Responsibilities of the Parties.

- 3.1. **FCC Licenses.** Throughout the term of Agreement, Mooresville will provide the Operator the use of all radio frequencies licensed to Mooresville that are necessary to operate the Mooresville Radio Subsystem (the “FCC Licenses”). A list of those FCC Licenses is attached as **Exhibit A**. All FCC licenses used in connection with the Mooresville Radio Subsystem shall remain the sole property of the original licensee. It is understood and agreed by the parties that the FCC Licenses identified in **Exhibit A** are subject to amendment as the Mooresville Radio Subsystem is built out, and that Mooresville will be responsible for obtaining FCC amendment of the FCC Licenses to list all new Mooresville locations. Mooresville shall provide a copy of all of the FCC Licenses to Operator and shall provide Operator with copies of all FCC amendments to the FCC Licenses shortly after they are issued. The Operator shall remain responsible for ensuring that the frequencies are properly used. Mooresville shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses the result of which would be to inhibit or prevent operation of the Radio System or otherwise frustrate the intent of this Agreement.
- 3.2. **Operator Responsibilities.** The Operator will be responsible for performing the functions set forth in **Exhibit C**, the SLA, relating to the management of the Mooresville Radio Subsystem and Radio System (“Operator Services”).
- 3.3. **Radio Service Fees.** Mooresville will serve as Subsystem Manager for the Mooresville Radio Subsystem. As a condition to using the Radio System and performance of the Operator Services, Mooresville shall pay the annual Radio Service Fee to the Operator, as described in **Exhibit D**. On or before December 31st of each year, the Operator will calculate and notify Mooresville of the Radio Service Fees for the upcoming twelve-month period beginning on July 1st of that year (the “Fee Notice”) based on the then current Service Level Agreement. On or before January 31st of each year, Mooresville shall notify the Operator of any disagreement with any of the information reflected on the Fee Notice or any proposed changes to the Service Level Agreement.

Radio Service Fees and the allocation thereof will be reviewed over time by the Operator as

infrastructure and Customer changes occur, any proposed changes to Customer fee allocations will be reviewed by the Regional Radio Board. The Operator shall adjust the Radio Service Fees each year in advance to an amount necessary to fund the costs associated with the Operator Services. Notwithstanding the foregoing, the types of costs taken into account in determining the Radio Service Fees shall be limited to the types of costs shown for Mooresville in **Exhibit D**. Mooresville will be responsible for paying the Radio Service Fees to the Operator in accordance with **Section 3.6**.

- 3.4. **Limit on Increases to Radio Service Fees.** Notwithstanding the above, the Operator shall not increase the amount of the Radio Service Fees for a given year by more than the percentage CPI Increase during the preceding calendar year (such number being referred to as the "Allowed Percentage Fee Increase"), except to the extent that such increase became necessary as a result of a percentage price increase during the preceding calendar year of more than the Allowed Percentage Fee Increase for goods or services purchased from a third party and required for Operator Services provided that such price increase is not due to delay or negligence on the part of the Operator was not reasonably avoidable by the Operator, and provided further that any such increase attributable to the Radio System is appropriately allocated among all subscribers of the Radio System. The Operator will notify Mooresville Subsystem Manager of any changes to each fiscal year's Radio Service Fee not later than December 31st of the preceding fiscal year (assuming the fiscal year begins on July 1).
- 3.5. **Exception for Force Majeure or Unanticipated Expense.** Upon the occurrence of a Force Majeure Event (as defined in **Section 6.5**), or an Unanticipated Expense (as defined below), the Operator shall have the option to do one of the following: (a) assess the Mooresville Agencies a special, one-time charge to pay the expenses made necessary by the Force Majeure Event or Unanticipated Expense ("Emergency Expenses"); or (b) fund the cost of the Emergency Expenses to the extent that Charlotte City Council has appropriated funds that can be used for this purpose, and obtain reimbursement of such payments from future Radio Service Fees; or (c) fund the cost of the Emergency Expenses through a plan approved by the Operator, Mecklenburg County and Mooresville; or (d) if it is no longer in the Operator's best interest to operate the Radio System as a result of the Force Majeure Event (such as, for example, in a situation where the Radio System is no longer operable and there are no funds appropriated to make it operable), elect to cease operating the Radio System and terminate this Agreement upon ninety (90) days prior written notice to Mooresville. If the Operator elects options (a) or (b) of the preceding sentence and the result will be to increase the charges to Mooresville for using the Radio System by more than 25% for that year, then Mooresville, acting collectively, shall have the option to terminate this Agreement upon sixty (60) days prior written notice to the Operator, unless the Operator notifies them in writing after receipt of such termination notice that the Operator has found an alternative way to fund the Emergency Expense, or has found a way to operate the Radio System without incurring such expense.
- 3.6. **Payment of Radio Service Fees.** The Operator will bill Mooresville directly for the Radio Service Fees, and Mooresville will be responsible for collecting the Radio Service Fees from any other Mooresville Agencies that are not part of Mooresville. Mooresville shall pay the Radio Service Fees to the Operator semiannually in advance, not later than August 31st and January 31st of each year for the fiscal year beginning on the preceding July 1. In the event Mooresville fails to pay the Radio Service Fees within sixty (60) days after receiving written notice from the Operator that such charges are overdue, the Operator may cut off access to the Radio System until such time as the Operating Cost is paid.
- 3.7. **Strategic Plan.** The Operator and Mooresville will be jointly responsible for the development and biennial review of a strategic plan for upgrading and modernizing the Mooresville Radio Subsystem (the "Strategic Plan"). The Strategic Plan will describe all plans for upgrading and adding to the Mooresville Radio Subsystem over a ten-year period, and will address mobile data and any other new technologies that may offer improvements in the functionality or

reliability of the Mooresville Radio Subsystem. The biennial review of the Strategic Plan will assess progress made during the preceding year and any new developments that may impact the Strategic Plan. Every three years the Operator and Mooresville RCC will jointly update the Strategic Plan to evaluate the impact to the Radio System and the Mooresville Radio Subsystem, incorporate new developments, modify project plans and identify funding requirements. The Strategic Plan and all changes to it will be reviewed and approved by the City of Charlotte CIO and by the Mooresville RCC, provided that the Mooresville RCC shall not have the right to veto any item in the Strategic Plan that does not: (a) materially increase a Mooresville Agency's Radio Service Fees as defined in **Section 3.3**, or (b) require a Mooresville Agency to make a significant investment in new equipment; or (c) have a material negative impact on a Mooresville Agency's ability to use the Radio System or the Mooresville Radio Subsystem, including creating problems involving capacity or interoperability. The Mooresville RCC shall be deemed to have approved the Strategic Plan unless within sixty days after the RCC's receipt of the Strategic Plan, Mooresville gives the Operator specific written notice of each objection thereto. However, neither the Homeland Security Director nor the City of Charlotte CIO shall have the authority to commit Charlotte, Mecklenburg County or Mooresville to spend any funds on the Radio System or the Mooresville Radio Subsystem outside of the Radio Service Fees as required by this Agreement. All budgetary and funding commitments on the part of Charlotte and Mecklenburg County must be approved by City Council and the County Board of Commissioners, respectively, and all budgetary and funding commitments on the part of Mooresville must be approved by the Mooresville Town Council, other than the Radio Service Fees which were approved by each entity's governing board through the resolution authorizing this Agreement.

- 3.8. **Mooresville Radio Communications Council.** The parties recognize that the Mooresville Radio Subsystem serves Mooresville, and that Mooresville Agencies have a legitimate interest in the operation, maintenance, and management of the Mooresville Radio Subsystem. The parties further recognize that the Mooresville Agencies are represented by a Radio Communication Council (the "Mooresville Radio Communications Council," or the "Mooresville RCC"), which was established to discuss and make decisions regarding all approvals, input and other action items required under this Agreement (including but not limited to providing guidance to the Operator in developing the Strategic Plan). Mooresville represents and warrants that the Mooresville RCC has appointed Mooresville as Subsystem Manager of the Mooresville Radio Subsystem, and that it is authorized by the Mooresville RCC to accept notices and communicate with the Operator on behalf of the Mooresville RCC regarding all approvals and other actions required by this Agreement.
- 3.9. **Regional Radio Board.** The parties acknowledge that the Regional Radio Board has been established to: a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures. By executing this Radio Service Agreement, Mooresville agrees to have a single representative properly appointed by the Mooresville RCC to serve on the Regional Radio Board to represent all Mooresville Agencies.
- 3.10. **Adding Additional Radios.** Mooresville shall be entitled to use the Baseline Number of radios on the Mooresville Radio Subsystem. In addition to the Baseline Number, Mooresville shall be entitled, through the Mooresville Subsystem Manager: (i) to add additional public safety radios to the Mooresville Radio Subsystem by notifying the Operator, and (ii) to add non-public safety radios to the Mooresville Radio Subsystem by notifying the Operator, provided that adding such non-public safety radios will not in the Operator's reasonable judgment reduce agreed upon service level for the Mooresville Radio Subsystem or the Radio System. If a Mooresville Agency requests an increase in radios that will require a change in the Service Level Agreement, the Operator and the Mooresville Subsystem Manager will work jointly to determine "remedy" option(s). If an agreed option includes need of Mooresville Radio Subsystem upgrades or increased service staffing, etc., the operator can increase the Mooresville Agency's Radio Service Fees for that fiscal year to account for

any costs realized by the Operator for such additional service level that are agreed upon by both parties in advance, provided that if no agreement is reached then the Operator may deny the request to increase the radios.

- 3.11. **Priorities and Restriction of Access.** While consideration will be given to any reasonable request for use of the Radio System, the Operator will make access decisions regarding the addition of non-public safety radios with the goal of ensuring that agencies already utilizing the Radio System will not be negatively impacted by the addition of a new Mooresville Agency or additional radios to the Mooresville Radio Subsystem. It is also understood that public safety agency access and utilization of the Radio System is first priority and that the access of other agencies, whether currently on the Radio System or requesting service in the future, may be restricted to avoid negatively impacting the use of the Radio System by Public Safety Agencies. However, the Operator will seek to avoid restricting Mooresville Agency access by reducing or terminating non-essential features such as private call and telephone interconnect, with public safety receiving first priority. The Operator will notify the Regional Radio Board when new access requests have the potential to require reprioritizations or restrictions that impact current Radio System participants.
- 3.12. **Emergency and Planned Access By Agencies Outside The Radio System.** The Operator is authorized to provide temporary emergency radio access to public safety agencies that are not on the Radio System upon request. Temporary access for anything other than an emergency must be coordinated with the Operator as soon as reasonably practicable, but not later than the sooner of: (a) 14 calendar days prior to the date access will be needed by the Mooresville Agency; or (b) the date the Mooresville Agency first learned of the event giving rise to the need for access. For purposes of this Agreement, emergencies include only those events that could not have reasonably been foreseen. Planned events and functions will not be deemed emergencies.
- 3.13. **Radio System Identification Access Code and System Key.** It is contemplated that the Mooresville Agencies will each have their individual radio units programmed either by the Operator or by an authorized representative of the Operator. Mooresville will not have access to the Radio System identification access code nor to the system key, except pursuant to a separate written agreement signed by the Operator that will address restrictions on access to such information and remedies in the event of default.
- 3.14. **Access to Facilities, Software and Equipment.** Throughout the term of this Agreement, the Mooresville Agencies shall provide the Operator with unlimited access to any equipment or software in their possession or control that the Operator needs to access in order to perform its obligations under this Agreement (with such access being provided 24 hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, or 366 days a year during leap years).

4. **Term and Termination.**

- 4.1. Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement. Notwithstanding the foregoing, the parties to this Agreement shall meet during the seventh (7th) year following the Effective Date and thereafter every five years to review this Agreement. Upon termination of the Agreement, the Mooresville Radio Subsystem shall remain the property of Mooresville, and the Operator's rights to use the radio frequencies licensed to Mooresville pursuant to the FCC Licenses attached as **Exhibit A** shall revert to Mooresville (with each entity owning the licenses that it owned prior to the Effective Date of this Agreement). Notwithstanding the forgoing, in the event of termination: (a) Mooresville shall have no use or ownership rights with respect to any other FCC licenses, or any

other assets or licenses associated with the Radio System; and (b) all assets purchased with UASI federal grant funds shall be returned to the Operator for use within the Radio System except upgrades that have been made to the Mooresville Subsystem during the duration of this Agreement that cannot practicably be removed without a material detrimental impact to the Mooresville Subsystem (“Essential Upgrades”) will belong to Mooresville. The parties agree that the Essential Upgrades will not include system to system connectivity hardware and software that is used to connect the Mooresville Subsystem to the Radio System. The parties further agree that the Essential Upgrades purchased with UASI funds will not belong to Mooresville to the extent prohibited by the UASI grant or by federal law.

4.2. This Agreement may be terminated as follows:

- 4.2.1. **Mutual Consent.** The parties may terminate this Agreement upon mutual consent under such terms as may be agreed to by the parties. The parties shall take into consideration the effect of termination on all users of the Radio System.
- 4.2.2. **Termination for Default.** The Operator may terminate this Agreement on behalf of Charlotte and Mecklenburg County in the event Mooresville materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1st following Mooresville’ failure to cure. Mooresville may terminate this Agreement with respect to Charlotte and Mecklenburg County in the event the Operator materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1st following the Operator’s failure to cure. Notwithstanding the forgoing, if the breach in question cannot reasonably be cured within a six month period, then the cure period shall be automatically extended for a time period that is reasonably sufficient to cure the breach, so long as the party in breach is diligently and in good faith attempting to cure. A notice of breach under this Section shall not be effective unless it specifically identifies the breach and what must be done to cure it. Nothing herein shall be deemed to prohibit the Operator from cutting off radios pursuant to **Section 3.6** in the event of non-payment.
- 4.2.3. **Termination Without Cause.** Either Charlotte and Mecklenburg or Mooresville may unilaterally terminate the Agreement upon twenty-four (24) months notice in writing to the other party.
- 4.2.4. **Termination Due To Force Majeure.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 6.5** in the event of a Force Majeure Event.
- 4.2.5. **Termination Due To Emergency Expense or Unanticipated Expense.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 3.5** in the event of a Force Majeure Event.
- 4.2.6. **Termination Due to Change in Subsystem Manager.** The Operator may terminate this Agreement immediately upon notice to Mooresville if the Mooresville RCC ever replaces Mooresville as Subsystem Manager of the Mooresville Radio Subsystem.
- 4.2.7. **Any Termination Must Apply to All Entities.** Notwithstanding the foregoing, if the Operator terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by the Operator (b) shall be on behalf of both Charlotte and Mecklenburg; and (c) shall be effective as to all Mooresville Agencies on the same date. Notwithstanding the foregoing, if Mooresville terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by Mooresville; (b) shall be on behalf of Mooresville Agencies; and (b) shall be effective as to Charlotte and Mecklenburg on the same date.

5. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.
- 5.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

For Charlotte	For the Mooresville
Name: Jeff Stovall	Name:
City of Charlotte – 10 th Floor	Mooresville
600 East Fourth Street	Address:
Charlotte, NC 28202	
Phone:	Phone:
Fax:	Fax:
E-Mail	E-Mail :
With Copy To:	With Copy To:
Name: Cindy White	Name:
City Attorney's Office	Town Attorney's Office
600 East Fourth Street	
Charlotte, NC 28202	
Phone:704-336-3012	Phone:
Fax:	Fax:
E-Mail: cwhite@charlottenc.gov	E-Mail :
Operator's Representative:	

Wireless Communications Manager	
City of Charlotte	
527 Spratt Street	
Charlotte, NC 28206	
Phone:704-336-2381	
Fax:	
E-Mail:	
For Mecklenburg County:	
Name: Dena Diorio	
Mecklenburg County	
600 East Fourth Street	
Phone:704-336-2661	
Fax:	
E-Mail: @mecklenburgcountync.gov	
With Copy To:	
Name: Tyrone C. Wade	
County Attorney's Office	
600 East Fourth Street	
Charlotte, NC 28202	
Phone: 980-341-2908	
Fax:	
E-Mail TyroneC.Wade@mecklenburgcountync.gov	

5.2. All other notices shall be sent to the Operator’s Representative (if to Charlotte), and to the Radio Manager designated by the party in question, if to Mecklenburg County, or Mooresville as identified at the most recent address provided in writing by such party.

6. Miscellaneous.

6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction

of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties. Any assignment attempted without the written consent of the other parties shall be void.
- 6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the foregoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

If any party is prevented or delayed in the performance of its obligations hereunder by a Force Majeure Event, that party shall immediately notify the other parties in writing of the reason for the delay or failure to perform, describing in as much detail as possible the Force Majeure Event causing the delay or failure and discussing the likely duration of the Force Majeure Event and any known prospects for overcoming or ameliorating it. The Operator agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the Radio System, exclusive of the Mooresville Radio Subsystem, and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Mooresville agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the Mooresville Radio Subsystem and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Notwithstanding the foregoing duties of the parties, either the Operator or Mooresville may elect to terminate this Agreement with ninety (90) days written notice to the other parties hereto if: (i) if the Force Majeure Event has rendered the Radio System inoperable and insufficient funds have been appropriated for the Operator to make the Radio System operable; or (ii) if the Force Majeure Event has rendered the Mooresville Radio Subsystem inoperable and insufficient funds have been appropriated for Mooresville' to make it operable. Notwithstanding the foregoing, a Force Majeure Event may result in an increase in Radio Service Fees as provided in **Section 3.5**.

- 6.6. *RIGHT TO AUDIT.* Any party shall have the right to audit at its own expense any of the other parties' records associated with the Radio System or the Mooresville Radio Subsystem, including financial records, maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection on reasonable notice during regular business hours.
- 6.7. *SEVERABILITY.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.8. *WAIVER.* No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any

party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

- 6.9. *SURVIVAL OF PROVISIONS.* Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
- 6.10. *FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.* In performing the services pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 6.11. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.
- 6.12. *CONSTRUCTION OF TERMS.* Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.
- 6.14. *INDEMNIFICATION.* To the extent permitted by applicable law, each party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other parties, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Indemnifying Party, its officers, employees, subcontractors or agents. To the extent permitted by applicable law, the Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- 6.15. *LIMITATION OF LIABILITY / EXCLUSIVE REMEDY.* The Mooresville Agencies' remedies for breach of this Agreement by the Operator are limited to a refund of Radio Service Fees paid under this Agreement for the year in which the breach occurred, and termination of this Agreement in accordance with **Section 4**. To the fullest extent permitted by law, neither Charlotte, nor Mecklenburg nor Mooresville shall be liable to the other parties to this Agreement or to any third party for any direct, consequential, indirect, special damages, lost profits or attorneys' fees in connection with any matters relating to this Agreement, and both parties hereto waive any right they may have under this Agreement, at law or in equity to recover such damages, profits or fees from the other party.
- 6.16. *DISPUTE RESOLUTION.* If any Mooresville Agency has a concern related to the Radio Services provided under this Agreement, the Mooresville Agency shall first contact the following individuals with the City, to discuss the concerns:

Danny Lovett Operator's Representative 704.336.2381

If after contacting the above-listed individuals, or their successors, the Mooresville Agency's concerns have not been resolved, the Mooresville Agency shall escalate their concerns to the City's Chief Information Officer (CIO), who will designate a team to discuss the concerns face-to-face within thirty (30) days after receiving notice that the Mooresville Agency was unable to resolve its concerns by discussions with Operator's Representative. The

Mooresville Agency shall follow this process for dispute resolution prior to initiating any civil action or other proceeding against the City in connection with this Agreement. Notwithstanding the foregoing, if an issue comes to the CIO of Charlotte that is within the responsibilities of the Regional Radio Board as set forth in the Regional Radio Board governing documents, the CIO will refer the issue to the Regional Radio Board.

6.17 *COOPERATION REGARDING FUTURE GRANTS.* The Operator and Mooresville will cooperate in good faith in applying for and obtaining any future grants for projects or purchases that the parties mutually agree are consistent with the needs of the Radio System and the Mooresville Radio Subsystem and will be feasible within budgetary constraints. The parties may also pursue individual grant opportunities.

6.18 *NO THIRD PARTY BENEFICIARIES.* This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Charlotte, Mecklenburg County and Mooresville.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

MOORESVILLE

BY: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTESTED:

CITY OF CHARLOTTE

BY: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTESTED:

MECKLENBURG COUNTY

BY: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Exhibit A FCC Licenses

Below is a list of the FCC Licenses that are necessary for operation of the Mooresville Radio Subsystem. Mooresville is the licensee on the FCC Licenses has provided or shall within five (5) days after the Effective Date of this Agreement provide the Operator with copies of each of these FCC Licenses. Mooresville shall remain responsible for renewing these FCC Licenses and keeping them up to date, and for procuring any amendments needed in connection with the Mooresville Radio Subsystem. Mooresville shall pay any fees required to maintain, renew or amend the FCC Licenses.

FCC Registration Number (FRN): 0001591155

Call Sign: WQMR236

File Number: 0004352625

Call Sign: WPYJ821

File Number: 0006494702

As Per Attached RCC Authorizations



Federal Communications Commission
Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MOORESVILLE, TOWN OF

ATTN: FIRE CHIEF WES GREENE
MOORESVILLE, TOWN OF
7835 US HWY 52
PO BOX 878
MOORESVILLE, NC 28115

Call Sign WQMR236	File Number 0004352625
Radio Service YE- PubSafty/SpecEmer/PubSaftyNtlPlan, 806-817/851-862MHz,Trunked	
Regulatory Status PMRS	
Frequency Coordination Number 15YEAP100219542	

FCC Registration Number (FRN): 0001591155

Grant Date 10-26-2010	Effective Date 10-26-2010	Expiration Date 10-26-2020	Print Date 10-27-2010
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Address: 2522 CHARLOTTE HWY
City: MOORESVILLE County: IREDELL State: NC
Lat (NAD83): 35-35-43.0 N Long (NAD83): 080-50-30.0 W ASR No.: 1247118 Ground Elev: 262.4

Loc. 2 Area of Operation
Operating within a 32.0 km radius around fixed location 1

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cis.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht. ffp meters	Ant. AAT meters	Construct Deadline Date
		000851.45000000	FB2			20KOF3E	150.000	500.000	146.3	157.0	10-26-2011
		000851.67500000	FB2			20KOF3E	150.000	500.000	146.3	157.0	10-26-2011
2		000851.45000000	MO	1200		20KOF3E	15.000	35.000			10-26-2011
2		000806.45000000	MO	1200		20KOF3E	15.000	35.000			10-26-2011
2		000851.67500000	MO	1200		20KOF3E	15.000	35.000			10-26-2011
2		000806.67500000	MO	1200		20KOF3E	15.000	35.000			10-26-2011

Control Points

Control Pt. No. 1
Address: 2522 CHARLOTTE HWY

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: MOORESVILLE, TOWN OF

Call Sign: WQMR236

File Number: 0004352625

Print Date: 10-27-2010

City: MOORESVILLE

County: IREDELL

State: NC

Telephone Number: (704)664-1338

Waivers/Conditions:

Prior to commencing operations on any channel or channels specified under this authorization, the licensee must provide at least 60 days written or electronic notice to Sprint Nextel Corporation that it intends to activate the channel(s) for testing or commencement of operations. Sprint Nextel must cease operation on the channel(s) specified in the notice by the intended date to the extent necessary to comply with the co-channel spacing requirements of § 90.621(b), after which the licensee may activate the channel(s). Sprint Nextel Corporation has established an email box to receive these notifications at 800mhzinterleavedspectrum@sprint.com.



Federal Communications Commission

Public Safety and Homeland Security Bureau

RADIO STATION AUTHORIZATION

LICENSEE: MOORESVILLE, TOWN OF

ATTN: FIRE CHIEF CURT DEATON
MOORESVILLE, TOWN OF
PO BOX 878
MOORESVILLE, NC 28115

Call Sign WPYJ821	File Number 0006494702
Radio Service YE - PubSafty/SpecEmer/PubSaftyNtlPlan, 806-817/851-862MHz,Trunked	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0001591155

Grant Date 07-29-2013	Effective Date 10-08-2014	Expiration Date 08-25-2023	Print Date 10-08-2014
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STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc.1 Address: 2522 CHARLOTIE HWY
City: MOORESVILLE County: IREDELL State: NC
Lat (NAD83): 35-35-43.0 N Long (NAD83): 080-50-30.0 W ASR No: 1247118 Ground Elev: 262.4

Loc.2 Area of Operation
Operating within a 32.0 km radius around fixed location ■

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cis.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht.rfp meters	Ant. AAT meters	Construct Deadline Date
		000851.5750000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.1125000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.7750000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.1125000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.4500000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.8375000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.3250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.6625000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: MOORESVILLE, TOWN OF

Call Sign: WPYJ821

File Number: 0006494702

Print Date: 10-08-2014

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cis.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht. ffp meters	Ant. AAT meters	Construct Deadline Date
		000852.86250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.88750000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.06250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.71250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
2		000806.57500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.77500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.45000000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.83750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000851.57500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.77500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.45000000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.83750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.32500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.66250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.86250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.88750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.06250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.71250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.32500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.66250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.86250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.88750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.06250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.71250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011

Control Points

Control Pt. No. 1

Address: 2522 CHARLOTTE HWY

City: MOORSEVILLE County: IREDELL State: NC Telephone Number: (704)664-1338

Control Pt.No. 2

Address: 201 E. Water Street

City: Statesville County: State: NC Telephone Number: (704)664-1338

Waivers/Conditions:

NONE

Exhibit B

Baseline Radios and Consoles

Mooreville: 503 subscriber units and 5 communications consoles

Notwithstanding anything contained herein to the contrary, no services will be provided for personal radios (those not owned by the Mooreville Agency paying for the applicable service)

Exhibit C
Service Description and Service Level

DESCRIPTION OF RADIO SERVICE

Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement. Additionally, the term "Customer" as used in this Exhibit means Mooresville.

In consideration of Mooresville's performance of the obligations under the Agreement, including payment of the Radio Service Fees, the Operator will provide the following services:

1. **MANAGEMENT RESPONSIBILITIES.** Operator will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the Radio System. These functions include, but are not limited to:

- 1.1. **Radio System Operation and Management.**

- 1.1.1. Assignment of radio identification numbers for subscriber radios.
- 1.1.2. Management of the Regional Master Site Controller database. This includes the assignment and deletion of subscriber IDs, the assignment and control of features such as private call, messaging features, and Security Group assignment.
- 1.1.3. Negotiation, implementation, and monitoring of all contracts and leases required for the operation of the Radio System (within the bounds of the Operating Budget).
- 1.1.4. Providing necessary reports and updates related to the Radio System and Mooresville Radio Subsystem operation and upgrade projects.
- 1.1.5. Evaluation of all requests for new or additional equipment, including the potential for adverse loading effects. The request and evaluation may be presented to the Mooresville Radio Communication Council for consideration and comments.
- 1.1.6. Managing the loading and performance of the Radio System.

- 1.2. **Fixed Site Management.**

- 1.2.1. Maintaining all fixed site equipment associated with the Radio System and the Mooresville Radio Subsystem .
- 1.2.2. Using diligent efforts to ensure that all Radio System and the Mooresville Radio Subsystem equipment failures and/or problems receive priority service necessary to maintain the agreed upon system availability (see paragraph 2.1.1).
- 1.2.3. Submitting status reports and updates on construction projects relating to the Radio System or the Mooresville Radio Subsystem to the Mooresville Radio Communication Council.
- 1.2.4. Documentation and maintenance of all equipment records associated with the fixed site equipment utilized in the Radio System and the Mooresville Radio Subsystem.

- 1.3. **Strategic Planning.**

- 1.3.1. Design and support associated with sufficient signal strength coverage on the Radio System and the Mooresville Radio Subsystem for public safety services.
- 1.3.2. Identifying and evaluating new technology and/or potential enhancements and upgrades for the Radio System and the Mooresville Radio Subsystem.
- 1.3.3. Working with the Mooresville Radio Communication Council to develop the "Strategic Plan" as described in **Section 3.7**.
- 1.3.4. Working with the Mooresville Radio Communication Council to review and update the Strategic Plan. The Radio Communication Manager will inform all parties of progress being made to implement the Strategic Plan.

1.4. Development of Budget and Chargeback Model

- 1.4.1. Adjusting the annual Radio Service Fees if necessary as provided in the Agreement.
- 1.4.2. Development of capital and operating budgets necessary for the operation, maintenance, and upgrade of the Radio System.
- 1.4.3. Review and revise radio services chargeback models as required to ensure appropriate allocation of Radio System and Mooresville Subsystem costs.

2. RADIO NETWORK SERVICE LEVELS. The Operator will provide the following levels of service to the Customer.

- 2.1.1. *"Radio Network Availability"* is defined as the total actual uptime of the Radio System and Mooresville Radio Subsystem divided by the amount of possible available uptime less: (a) scheduled downtime and (b) downtime due to Force Majeure. The *"Targeted Network Availability"* is 99.9%, as measured by the Motorola Monthly Metrics Report.
- 2.1.2. If the Radio Network Availability, as measured by the Motorola Monthly Metrics Report, is less than Targeted Network Availability for three consecutive monthly reporting periods, or four months out of any consecutive twelve-month period, the Mooresville Agency will receive a credit against future Radio Service Fees equal to 25% of the operating expense portion of the Mooresville Agency's Radio Service Fee for each month of non-compliance.
- 2.1.3. If Radio Network Availability drops below Target Network Availability for two consecutive monthly reporting periods, the Radio Communication Manager will inform all affected Mooresville Agencies as to the nature of the problem, the proposed resolution and the timeframe for resolution.
- 2.1.4. Upon written request to the Operator, the Mooresville Subsystem Manager will receive a copy of the monthly "Metrics Report" delivered by Motorola, or any other company then monitoring the Radio Network.

2.2. Service Level for Network Access. The Operator shall comply with the following "Service Levels for Network Access."

- 2.2.1. New radio IDs will be issued within 2 working days of receipt of request, provided that the Operator's Representative has determined that such additional radios are allowable within the terms of the Agreement.
- 2.2.2. Operator will provide level of access to personnel approved by the Mooresville Subsystem Manager needed to make subscriber update changes to the User Configuration Manager (UCM).

2.3. Service Level Requirements for Emergency Service Calls. The Operator shall comply with the following "Service Levels for Emergency Service Calls."

- 2.3.1. **Definition of Emergency Service Calls.** Severity Level 1 calls as defined in the chart below shall constitute "Emergency Service Calls." All Severity Level 2 and below service calls shall constitute "Routine Service Calls, and shall be subject to Section 2.4 of this Exhibit.

Severity Level	Problem Type and examples (If applicable)
<p>Severity 1 Total loss of communications or functionality. Affected equipment is in excess of 20% at any one site or location. 7X24 response</p> <p>THIS IS DENOTED BY THE MOORESVILLE AGENCIES AS AN EMERGENCY SERVICE CALL</p>	<p>Regional controller down. Network Down. Network in "Site trunking" (HP or Database server down). Consoles down.</p>
<p>Severity 2 Network impaired, but affected equipment is not in excess of 33% at any one site or location. 8X5 standard business day response.</p> <p>THIS IS DENOTED BY THE MOORESVILLE AGENCIES AS A "ROUTINE SERVICE CALL". ALL SEVERITY 2 AND BELOW ARE "ROUTINE SERVICE CALLS"</p>	<p>Configuration issues - Single X-terminal problem (local or remote). Trackball broken</p>
<p>Severity 3 Non-critical questions. Technician is not on site. 8X5 standard business day response. ROUTINE</p>	<p>Upgrades or intermittent problems, Network problems presently being monitored. Parts Question. Scheduled Preventative Maintenance.</p>
<p>Severity 4 Specific statement of work performed at scheduled date. ROUTINE</p>	<p>Scheduled upgrades and Network expansions.</p>

2.3.2. Service Levels for Emergency Service Calls

Service Level for Emergency Service Calls	Response To Emergency Service Calls
<p>Telephone Answering by Human Operator (land line, cellular or radio)</p>	<p>100% of calls answered will be answered by a Human Operator. This is currently Motorola's responsibility.</p>
<p>Call Logging</p>	<p>100% of onsite emergency calls logged within 1 hour.</p>
<p>Call Routing</p>	<p>100% of calls routed within 15 minutes of call conclusion. This is currently Motorola's responsibility.</p>
<p>Repair of Covered Equipment (for which the Mooresville Agency purchases maintenance under this Agreement)</p>	<p>Radio Technician arrives, troubleshoots, diagnoses, starts repairs, or swaps out failed equipment, 80% of requests within 2.5 hours, provided that if the request involves the radio console work, will begin within 2.5 hours (including work performed remotely) 100% of the time.</p>

2.4. Service Level Requirements for Routine Service Calls. The Operator shall exercise

reasonable diligence in responding to Routine Service Calls, and will provide the Mooresville Agencies with the same level of service in this regard as is received by Operator's agencies.

3. MAINTENANCE SERVICES. The following services are provided as an optional service referenced in **Exhibit D** "technician support". If the "technician support" option is not chosen, the Operator will provide such services if and when requested by the Customer based on resource availability and at the Operator's then current prices for such service.

3.1. Installation and removal of mobile equipment. Installation and removal of electronic equipment mounted in a vehicle or on motorized equipment. If a Mooresville Agency elects to purchase such service, the following service levels shall apply:

3.1.1. Removals of electronic equipment will be performed within one working day for work scheduled five working days in advance.

3.1.2. Installation of electronic equipment will be performed within two working days for work scheduled five working days in advance.

3.1.3. All work will be completed to specifications and price agreed to at time of scheduling.

3.2. Maintenance of electronic equipment. This includes maintenance of all handheld radios, mobile radios, and other vehicle mounted electronic equipment except computers. Included in the maintenance of radio equipment service is unlimited re-programming of radio equipment. If a Mooresville Agency elects to purchase such service, the following service levels shall apply.

3.2.1.1. Equipment will be repaired within five working days except where parts are not available or other circumstances exist that are beyond our control. For repairs that cannot be completed within the five days, the Customer will be contacted and a completion schedule established.

3.2.2. Lightbars, fuses, sirens, mounting equipment, and other minor repairs will be completed on a first come first served basis in the drive through. Once started, these repairs will be completed within 30 minutes.

3.2.3. Programming of radio equipment will be performed within two working days if scheduled, except in quantities in excess of twenty for which a completion schedule will be established.

3.3. Batteries. The Operator agrees to maintain a stock of batteries for the radios utilized on the radio system. Batteries can be purchased at the Motorola Trunked Customers Group Price.

3.4. Consultation and Project Management Services. The following Services may be purchased from the Operator on a case-by-case basis on terms mutually acceptable to the Mooresville Agency and the Operator.

3.4.1. Assistance in the design and installation of specialized communication systems.

3.4.2. All special projects will be completed to project specific agreed upon standards.

3.4.3. Project pricing and scheduling will be negotiated with the requesting Mooresville Agency.

4. EXCLUDED SERVICES. The Radio Service shall not include and the Operator shall not be required to perform the following:

4.1. Services to equipment which has become defective other than through normal wear and usage,

such as, but not limited to:

- 4.1.1. Accidents, physical or electronic misuse or abuse.
- 4.1.2. Unauthorized attempts by personnel or third parties not from the Operator's Radio Shop to repair, maintain or modify the equipment.
- 4.2. Services to equipment that is necessary because of unauthorized relocation, reinstallation, or other activities that have altered the equipment or Radio System or Mooresville Radio Subsystem.
- 4.3. Services required because of unauthorized connection of radio equipment to other machines, equipment, or devices.
- 4.4. Services required because of unauthorized alterations to other equipment, machines or devices to which the equipment or Radio System or Mooresville Radio Subsystem is connected.
- 4.5. Service needed for Computer terminal due to phosphor burned or defective CRTs.
- 4.6. Service to personal radios (those not owned by the Mooresville Agency paying for service)

Exhibit D

FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT

FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT. Current annualized costs associated with services to be provided are detailed below. These costs will be reviewed annually in accordance with **Section 3** of the Agreement.

Annualized costs are represented in the Contract Costs section below. Actual charges will be prorated based on date of system acceptance as determined by the Operator based on the contract under which Motorola provides the system and equipment listed below.

Motorola Contract Costs	Annualized	
SSC with Metrics	\$27,536	
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, and performance reporting</i>		
Upgrade Assurance Program(SUA II)	\$22,100	
<i>Cover hardware and software cost necessary for keeping the system current.</i>		
Infrastructure Repair/Advanced Replacement	\$8,600	
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs, dependent on part availability.</i>		
<hr/>		
Mooresville Contracts Total	\$58,236	
Charges below will not be in effect until such time as the Mooresville Subsystem is connected to the Regional Radio System. Pricing below is annualized costs. Actual charges will be prorated based on date of service connection:		
Master Site Shared Cost (16.5%)		Master Site Total
Upgrade Assurance Program(SUAII)	\$38,811	\$235,219
<i>Cover software and hardware cost necessary for keeping the system current.</i>		
SSC & Training	\$47,003	\$284,865
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, training and performance reporting</i>		
Infrastructure Repair/Advanced Replacement	\$6,776	\$41,067
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs.</i>		
<hr/>		
Regional Master Site Total	\$92,590	\$561,151
<hr/>		
Contract Section Subtotal	\$150,826	

Charlotte CIT Support	\$74,817*
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This cost is for support provided to ensure proper maintenance and operation of the Mooresville Radio Subsystem. It includes tower infrastructure maintenance, RCC support, console maintenance, planning, and administration work effort equivalent to one full time network engineer, radio account management services equivalent to one-fourth business system associate FTE and related radio service management and strategic planning.

*Current support fee based on one tower site, fee to be reviewed upon addition of tower(s)

TOTAL	\$225,643
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Technician support (optional)	\$88,336
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A FTE (full-time equivalent) technician to provide subscriber equipment troubleshooting/repair, radio programming. Support can be provided to all devices associated with the Mooresville Radio Subsystem.

TOTAL w/FTE Technician Support	\$313,979
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