VESTA® HOSTED SERVICE PORTFOLIO MASTER SERVICES AGREEMENT

9/19/2023 | 3:57 PM EDT

This Master Service Agreement (hereinafter "MSA") is made as of ______, 2023 (hereinafter "Effective Date") between the Lee County Public Safety Office, with its principal place of business located at 2665 Ortiz Avenue, Fort Myers, Florida 33905 (hereinafter "Customer") and Motorola Solutions Connectivity, Inc., a California corporation, with offices at 500 W Monroe Street, Ste 4400. Chicago, IL 60661-3781 (hereinafter "Motorola").

Recitals

WHEREAS, Motorola is a provider of IP selective routing, database services, network services and call handling equipment and services used in the provision of emergency communication; and

WHEREAS, Customer desires to acquire certain services ("Services") from Motorola, pursuant to the cooperative purchasing provisions from an agreement that Motorola (in the previous name of the entity, Vesta Solutions, Inc.) has in place with Sarasota County, Florida, effective December 21, 2020.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

Terms and Conditions

1. Scope of MSA. This MSA, together with all exhibits, attachments, Service Order Agreements with all attachments ("SOA"), and applicable Motorola tariff(s) or price lists ("Tariff"), set forth the terms and conditions governing the purchase of Services by Customer.

2. Service Order Agreement (SOA). In connection with a specific project ("Project") for the purchase of Services, a SOA shall be prepared by Motorola, with the cooperation of Customer. A SOA shall detail the Services purchased, the pricing, and the term of the SOA for such Services. The SOA shall be expressly made pursuant to the terms and conditions of this MSA and shall be signed by both parties.

3. Service Support Plan. Motorola agrees to provide certain support services ("Support Services") as further described in **Exhibit A**, attached hereto and incorporated herein, in connection with Customer's purchase of Services ("Service Support Plan"). The Support Services may be subject to change at Motorola' sole discretion; provided, however, any changes to the Support Services will not result in a material reduction in the level of services provided to Customer.

4. Order of Precedence in the Event of Conflict. Notwithstanding anything to the contrary in this MSA, in the event of any conflict or inconsistency among the documents associated with this MSA, that conflict shall be resolved pursuant to the following order of precedence: (i) the SOA, (ii) this MSA; (iii) the Service Support Plan, and (iv) the Motorola applicable Tariff at http://www.vestapublicsafety.com/misc/tariffs.php. Motorola may modify its Tariff(s) from time to time, and any modification shall be binding upon Customer as provided in the applicable Tariff. However, if Motorola makes any changes to the applicable Tariff (other than to Taxes or Regulatory Cost Recovery Fees) that affect Customer in a material and adverse manner, Customer may discontinue the affected portion of the Services without liability by providing Motorola with written notice of discontinuance within sixty (60) calendar days of the date of the change, unless within sixty (60) calendar days of receiving Customer's discontinuance notice, Motorola agrees to remove the material adverse effect on Customer. Customer may enroll to receive email notifications of Tariff changes by sending an email request to <u>Vesta.CustomerInquiry@motorolasolutions.com</u>.

Rates and Charges; Taxes and Regulatory Cost Recovery Fees. Customer agrees to 5. pay for the Services in accordance with the schedule of rates and charges as set forth in the applicable SOA. If Customer purchases any Services after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of this MSA, Customer and Motorola shall negotiate a new MSA and SOA. Except as otherwise provided for in the SOA. Customer shall not be eligible to receive any other additional discounts, promotions and/or credits (tariffed or otherwise). The rates and charges set forth in a SOA shall be listed in the SOA pricing schedule and shall include a listing of the monthly recurring charges and applicable advance payments and/or non-recurring charges. The charges in the SOA do not include the following: (a) charges imposed by a third party other than Motorola (if any); (b) Taxes or Regulatory Cost Recovery Fees (as defined below); and (c) charges related to customer premises equipment or extended wiring to or at Customer premises. Motorola shall give Customer notice of such changes in rates, charges, or fees pursuant to the notice provision set forth in **Section 21** herein or by other reasonable means. Motorola may add or adjust rates, charges, and fees in order to recover Taxes or Regulatory Cost Recovery Fees, as defined below. Unless otherwise specified, prices in any SOA do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates.. Motorola will be solely responsible for reporting Taxes on its income and net worth.

6. Payment. Invoicing and payment shall be made in accordance with the applicable SOA. Motorola shall provide Customer with invoices detailing all amounts due under the applicable SOA. Customer shall pay interest on any amount not paid in an amount and within the time frame specified in the SOA.

7. Term of MSA. This MSA shall commence on the Effective Date and shall remain effective for a base term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. This MSA shall automatically renew and continue in force for an additional five (5) years ("Extended Term") until terminated by either party upon sixty (60) calendar days written notice to the other party prior to the expiration of the Initial Term or any Extended Term. Motorola may, at its option by notice provided to Customer at least ninety (90) days prior to the expiration of the Initial Term, change the monthly recurring rates charged to Customer pursuant to an applicable SOA and this Agreement. The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term or Extended Term. The parties agree that any recurring charges identified in the SOA may be adjusted no more than once annually, starting 12 months after the Services Commencement Date, if the prior year's US inflation rate is greater than 3.00%, as indicated by the US Bureau of Labor Statistics' annual US CPI-U numbers. At Motorola's discretion, it may increase the pricing by the difference in percentage between the prior year's annual US CPI-U number and 3.00%, applied to all recurring charges for the remaining Initial Term and any Renewal Term(s).

8. Termination of MSA.

A. For Cause. Either party may terminate this MSA immediately, in whole or in part, for default or breach subject to the following provisions: (i) If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure; and (ii) if the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of this MSA shall be effective on the 31st calendar day.

B. Termination for Convenience. Subject to the terms of Section 8(E) below, Customer may terminate this MSA for convenience upon thirty (30) calendar day written notice in accordance with Section 21 herein.

C. Termination by Mutual Agreement. This MSA may be terminated by mutual written agreement of the parties, without any liability for termination charges as described in **Section 8(E)** of this MSA if (i) upon thirty (30) calendar days prior written notice, Customer notifies Motorola that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Motorola and state 9-1-1 agency have successfully negotiated and executed an agreement for the provision of the Services described in this MSA.

D. Effect of Termination or Expiration. In the event of termination of this MSA or SOA, Motorola shall be entitled to payment for Services ordered by Customer prior to termination of this MSA and delivered and/or rendered, as applicable.

E. Termination Charges. If Customer terminates this MSA or a SOA for failure to obtain appropriation or budget funding pursuant to the terms of Section 11 entitled "Appropriation: Funding," Customer shall have no further liability under this MSA except as otherwise provided in Section 11. If: (a) Customer chooses early termination of this MSA or a SOA, or (b) Motorola terminates this MSA for Cause (as provided in Section 8(A)), then Customer shall pay to Motorola, within thirty (30) calendar days after such termination, (i) if the termination is prior to installation of an ordered Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the termination is after installation of an ordered Service, an amount equal to 50% of the monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the applicable Term. Notwithstanding anything to the contrary in this MSA, any non-recurring charges set forth in a pricing schedule are non-refundable.

9. Quotes and Orders. This MSA shall not be construed as a purchase order for any Services. Whenever Customer desires a quote from Motorola regarding the purchase of Services, Customer shall make a written request for a quote.

A quote shall be valid for a period of one hundred twenty (120) calendar days from the date of the quote unless otherwise stated on the quote. If Customer desires to purchase the Services identified in a quote, Customer shall sign a SOA. Upon a fully executed SOA, Motorola shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

10. Notice of Service Interruption or Disconnection. Motorola shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Motorola may interrupt Service with notice as necessary to protect the security and proper operation of Motorola' or Customer's facilities or Services. Except as otherwise provided in the foregoing, any other termination or disconnection of all or part of any Service shall be subject to prior written notice. Customer shall provide prior written notice pursuant to **Section 21** for the disconnection of Service.

11. Appropriations; Funding. Customer further agrees to request all appropriations and budget funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term or any Extended Term. In the event Customer is unable to obtain the

necessary appropriations or budget funding for the Services, Customer may terminate the Services without liability for the termination charges set forth in this MSA upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or budget funding; (ii) despite Customer's best efforts, funds have not been appropriated or budgeted and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Motorola to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate Customer's appropriations or budget. Customer must provide Motorola with thirty (30) calendar days prior written notice pursuant to **Section 21** of its intent to terminate this MSA or an applicable SOA under this Section. Termination of this MSA or an applicable SOA for failure to obtain necessary appropriations or budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If Customer terminates this MSA and/or an SOA under this Section, Customer agrees it shall pay all amounts due for any costs incurred and services rendered and/or accepted or delivered up to and including the date of termination.

12. Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, AVAILABILITY, SECURITY, RELIABILITY, SPEED OR TIMELINESS OF TEXT MESSAGE DELIVERY AND UNINTERRUPTED OR ERROR-FREE SERVICE AND TRANSMISSION QUALITY ARE NOT GUARANTEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN MOTOROLA'S PRIVACY POLICY (AS PROVIDED IN HTTPS://WWW.MOTOROLASOLUTIONS.COM /EN_US/ABOUT/PRIVACY-POLICY.HTML#PRIVACYSTATEMENT AND INCORPORATED HEREIN, MOTOROLA HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY MOTOROLA'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION.

Limitation of Liability. IN NO EVENT SHALL MOTOROLA'S. ITS AFFILIATES'. 13. AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR ALL SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED SIX (6) MONTHS OF CUSTOMER'S MONTHLY RECURRING CHARGES FOR THE PERIOD IMMEDIATELY PRECEDING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, MOTOROLA'S LIABILITY SHALL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES **REFLECTS THE INTENT OF THE PARTIES TO LIMIT MOTOROLA'S LIABILITY AS PROVIDED** UNDER NO CIRCUMSTANCES SHALL MOTOROLA BE LIABLE FOR ANY HEREIN. ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL, INDIRECT OR DAMAGES AS CONSEQUENTIAL (SUCH LOST PROFITS, LOST BUSINESS OPPORTUNITIES. BUSINESS INTERRUPTION. LOSS OF BUSINESS DATA). ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS MSA AND/OR SOA DUE TO CAUSES BEYOND MOTOROLA'S REASONABLE CONTROL. INCLUDING. BUT NOT LIMITED TO SERVICE INTERRUPTIONS, OR ANY OTHER LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. MOTOROLA IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF CUSTOMER IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO MOTOROLA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE

LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

14. General Indemnity. Motorola shall indemnify Customer from any claim against Customer for personal injury, including death, or direct damages to property to the extent such death, injury, loss or damage is attributable to the willful or grossly negligent act or omission of Motorola, its employees, agents or sub-contractors; provided that Customer provides Motorola with (i) written notice within thirty (30) calendar days of the date Customer first becomes aware of such a Claim; (ii) sole control over the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such Claim.

15. Motorola-Provided and Owned Equipment. Any equipment provided and owned by Motorola and installed on Customer's premises (such as the Channel Service Unit/Data Service Unit, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Motorola. The equipment shall remain in good condition, less normal wear and tear. Motorola shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees, agents, or contractors, in which case Customer shall reimburse Motorola for the cost of any necessary repairs or replacement of the equipment as determined by Motorola in its sole discretion. Customer shall provide Motorola reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Motorola does not have access to Customer's premises within thirty (30) calendar days after Customer terminates this MSA, or if Motorola requests Customer to return the equipment and Customer does not return the equipment within thirty (30) calendar days of termination, Customer shall reimburse Motorola for the full purchase price of the equipment as well as any attorney's fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Motorola and ensuring such equipment is compatible with Motorola' network.

16. Confidentiality and Nondisclosure.

Α. **Confidential Information**. By virtue of this MSA, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing): Proprietary system protocols, trade secrets, inventions, drawings. file data. documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to Customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this Section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to its directors, officers, Affiliates, employees, consultants, contractors, and advisors with a demonstrable need to know such Confidential Information ("Permitted Personnel"). "Affiliates" shall mean another entity that directly or indirectly controls, is controlled by, or is under common control with the party in question. The parties shall be responsible for any breach of this MSA by any of their Permitted Personnel and each party agrees, at its sole expense, to take all reasonable measures to restrain its Permitted Personnel from prohibited or unauthorized disclosure or use of the Confidential Information.

B. Nondisclosure. A party's Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the receiving party

in breach of this MSA; or (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; or (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. The parties agree, both during the term of this MSA and for a period of three (3) years after termination of this MSA, to hold each other's Confidential Information in confidence. The parties agree to use reasonable efforts to avoid making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this MSA or in the exercise of rights conferred by this MSA. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this MSA. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Motorola product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

17. Customer Consent to Use of Customer Proprietary Network Information ("CPNI"). Motorola acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Motorola and made available to Motorola solely by virtue of Customer's relationship with Motorola. With Customer consent, Motorola may share Customer CPNI and other Confidential Information among its Affiliates, agents, and contractors so that all may use this information to offer Customer the full range of products and services offered by Motorola and its Affiliates. By signing this MSA, Customer consents to Motorola using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this MSA and by notifying Motorola in writing at <u>Vesta.CustomerInquiry@motorolasolutions.com</u> of Customer's decision to withhold Customer's consent to use CPNI. Customer's consent or refusal to consent shall remain valid until Customer otherwise advises Motorola. Customer's refusal to consent shall not affect Motorola' provision of Services to Customer.

17.1 Motorola shall protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Motorola may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this MSA.

17.2 Motorola may provide Customer CPNI to Authorized Customer Representatives (as defined below) via any means authorized by Motorola that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives; to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives; to the Customer Representatives; to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives; or via Motorola' on-line customer portal or other on-line communication mechanism.

17.3 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Motorola, who have existing relationships on behalf of Customer with Motorola customer service, account, or other Motorola representatives and all other persons authorized in written notice(s) (including email) from Customer to Motorola. Authorized Customer Representatives shall remain such until Customer notifies Motorola in writing that they are no longer Authorized Customer Representatives, to abide below. Customer agrees, and shall cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Motorola in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

Tel: 239-533-3911

17.4 Customer's notices of authorization or deauthorization must be sent to Motorola, and must contain the following information: (i) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized; (ii) that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI; and (iii) the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable).

18. Compliance with Applicable Laws.

18.1 Motorola shall comply with all applicable federal, state and local laws and regulations in providing the Services.

18.2 Motorola agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this MSA.

18.3 Motorola is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Motorola Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Motorola by Customer, all applicable safety rules and regulations and all applicable licensing requirements for the purpose of performing any and all work required under this MSA and SOA; and (iii) when provided to Motorola by Customer, all rules, regulations, and procedures to which an employee of Customer would be subject while performing similar activities on Customer's premises to the extent that the Authorized Motorola Representatives are performing work on Customer's premises.

19. Cooperative Purchasing. A public agency may purchase Services pursuant to the terms of this MSA: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the purchasing jurisdiction and Motorola have entered into a separate MSA and applicable SOA. A "public agency" is defined as any federal governmental or federal department or agency; state, county, city, county and city, municipality agency, or other political subdivision of state, any public agency of any such political subdivision, any public authority, and, to the extent provided by law, any other entity which expends funds for the procurement of services for 9-1-1 emergency communication.

20. Force Majeure. Neither party shall be liable for the delay nor failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

21. Notices. All notices given under this MSA shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.

For Customer:	For Moto	rola:
Name: Lee County Public Safety	Name: Address:	Motorola Solutions Connectivity, Inc. 500 W Monroe St, Ste 4400 Chicago, IL 60661
Address: <u>2000 Main St., #100, Ft. Myers, FL 33</u> 902	Attn:	Legal Department
Attn: Paul Filla		

Fax: _____

22. Amendment or Waiver. No provision of this MSA or SOA shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. For purposes of this **Section 22**, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this MSA or SOA shall not be construed as a waiver of such provisions or rights, or affect the validity of this MSA or any SOA.

23. Severability. If any part, term or provision of this MSA or SOA is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

24. Governing Law, Attorneys' Fees. The validity, performance, and all matters relating to this MSA or SOA and any amendment associated therewith shall be governed by the laws of the State in which the applicable services are provided, without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts of such State. If any legal action or other proceeding is brought to enforce the provisions of this MSA, Each Party will bear its own costs of such legal actions, including but not limited to attorneys' fees, applicable court costs, fees for other dispute resolution and internal costs.

25. Assignment and Subcontracting. Except as hereinafter provided, neither this MSA nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets. Notwithstanding the foregoing, Motorola shall have the right to subcontract all or a portion of any Services provided hereunder.

26. Authority. Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this MSA and SOA and to perform and carry out its obligations hereunder; (ii) the persons executing this MSA and SOA on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this MSA and/or SOA do not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this MSA and SOA have been duly authorized by all necessary partnership, corporate or governmental action and this MSA and SOA are valid and binding obligations of such party, enforceable in accordance with its terms.

27. **Survival of Provisions.** The parties agree that where the context of any provision indicates an intent that it shall survive the term of this MSA, then it shall survive.

28. Entire Agreement. This MSA, SOA and applicable Tariff(s) shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed by Customer and Motorola.

29. Captions. Article and section headings used herein are for convenience only and are not a part of this MSA and shall not be used in construing it.

30. Counterparts. This MSA and any SOA may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it shall become effective as of the Effective Date stated above. Delivery of an executed signature page of this MSA by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the Effective Date provided above.

	DocuSigned by:
CUSTOMER Bv:	Brindam
· · · · · · · · · · · · · · · · · · ·	C95488F9BF0F428

Name: _____ Brian Hamman

Title: _____ Commissioner & Chairman

9/19/2023 | 3:57 PM EDT

MOTOROLA SOLUTIONS CONNECTIVITY, INC.
By: Jin 3th
Name: Travis Boettchar
Title: Vice President

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY: ATTEST: CLERK OF CIRCUIT COURT

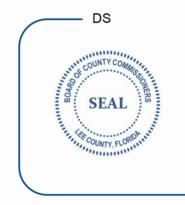
-DocuSigned by: Andrea Fraser

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Deputy County Attorney

DocuSigned by: Melissa Butler -B72C163D219C464..

Deputy Clerk



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MASTER SERVICE AGREEMENT EXHIBIT A

FORM OF SERVICE SUPPORT PLAN

[To Be Inserted]



Customer Name

NGCS Draft Support Plan

Date

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Table of Contents

Contact	52	2
Section	1	
Support	Plan Summary4	ŀ
1.1	Introduction – Serving Our Customer's Needs	ŀ
1.2	Service Management Overview	ŀ
Section	2	
Service	Delivery and Support	5
2.1	Operations Manager	5
2.2	Network Security Operations Center	5
2.2.1	Reporting Incidents	5
2.2.2	Priority Level and Response Definitions	3
2.3	Customer Web Portal	;
2.4	Support Engineer 8	}
2.5	Service Maintenance)
2.5.1	Maintenance Process)
Section	3	
FCC and	I State Reporting10)
3.1	Customer Notification	
Section	4	
Request	ing a Service Change12	2
4.1	Requesting a GIS Change Impacting Call Routing	
Section		•
	ons and Exclusions	•
5.1	Conditions	
5.2	Exclusions	5



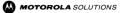
Contacts

QUICK CONTACTS			
	Motorola Solutions Support Center		
Phone	800.881.4245		
Email	VestaNSOC@MotorolaSolutions.com		
Provide the following information:	 Site Name Your Name Your Call Back Number A Brief Description of the Problem Severity (Critical, High, Medium, Low) 		
	OPERATIONS MANAGER		
Name			
Phone			
Cellular			
Email			
	OPERATIONS MANAGER BACKUP		
Name			
Phone			
Cellular			
Email			

Page 2

Your initial call should always be to the first department or person on the list above. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information:

ESCALATION CONTACT					
NSOC					
MICHAELA JOHNSON Network & Security Operations Manager Mobile: 303-246-7119. Michaela.Johnson@motorolasolutions.com	HEIDI PICKETT Sr Manager, Technical Support Operations Office: 925-596-3379 Heifi.Pickett1@motorolasolutions.com	JEREMY SMITH Head of Software Enterprise Centralized Managed & Support Operations Mobile: 951-216.8827 Jeremy.Smith@motorolasolutions.com			
SERVICE MANAGEMENT					
GINA WILSON Manager, Operations Manager Office: 951.719.2227 / Mobile: 951.395.3466 Gina.Wilson@motorolasolutions.com	CATHY KURNAS Sr Manager, Service Delivery Office/Mobile: 951.719.2346 Cathy.Kurnas@motorolasolutions.com	JEREMY SMITH Sr Director Global SE Operations Mobile: 951-216.8827 Jeremy.Smith@motorolasolutions.com			
NGCS OPERATIONS MANAGEMENT					
STEVE GISSEN	JIM STOWE				
NGCS Operations Manager Mobile: 303.775.0289	Director of Operations Mobile: 858,518,6049				
Steve.Gissen@motorolasolutions.com	Jim.Stowe@motorolasolutions.com				



Section 1

Support Plan Summary

1.1 Introduction – Serving Our Customer's Needs

This Customer Support Plan (CSP) is tailored to the specific needs of Motorola Solutions Connectivity, Inc. (Motorola) Next Generation Core Services (NGCS) customers. Our Service Delivery Team focuses on the health, system performance, and reliability of the services provided in our NGCS portfolio

A Motorola Operations Manager will be the Customer's key point of contact for defining and administering services. The Operations Manager's initial responsibility is to update the Customer Support Plan Draft, in collaboration with the Customer, to the finalized CSP that reflects the Customer Contract.

The CSP functions as an operating document that adapts the services described in this document to the Customer's specific solution. Motorola and the Customer will use the CSP to define Customer-specific processes, procedures, solution information, and other relevant support details required to perform the Services set forth in your contract. The final CSP, and portions of the Agreement will define the division of responsibilities between the Customer and Motorola.

The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Services.

1.2 Service Management Overview

Service Management and open communication is the key to effective service delivery and relationship building. The Motorola Services program offers end-to-end Service Management and includes:

- Operations Manager.
- Network & Security Operations Center.

The Network & Security Operations Center (NSOC) works closely with the NGCS Operations Team to ensure Motorola maintains a holistic view of your service delivery environment.

This Support Plan covers the following locations. (To be filled in upon project commencement)

Site ID	PSAP Name	Address

Support Plan Summary



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Section 2

Service Delivery and Support

2.1 **Operations Manager**

Your Operations Manager is assigned to work with you to support all aspects of your contracted services. Your Operations Manager:

- Works with the Technical Support Center (NSOC) to report on the delivery of services to ensure service levels are maintained.
- Works with you and our NSOC to establish and refine policies and procedures to ensure support is consistently delivered.
- Serves as a Point of Escalation when service or support levels are not meeting expectations.
- Serves as the liaison between you and our internal departments for escalated incidents.
- Provides timely and frequent informational updates about progress towards resolving incidents. Customer Web Portal

2.2 Network Security Operations Center

The Network Security Operations Center (NSOC) monitors and provides 24x7x365 on-going management of the Motorola NGCS services and works closely with the NGCS Operations Team. The NSOC provides:

- Central point of contact to report incidents and submit requests.
- Continuous monitoring of the performance and availability of the solution.
- Creation of alerts based on thresholds and parameters then distributes notifications appropriately.
- Automatic notification emails sent to designated contacts for certain classifications of incidents.

2.2.1 Reporting Incidents

As the central point of contact to report incidents and submit requests our NSOC provides 24x7x365 availability to assist with your service needs.

The NSOC is contacted via:

- Telephone 800.881.4245.
- Email: <u>VestaNSOC@motorolasolutions.com</u> service requests inquiries only, emails are not monitored for an instantaneous response.
- Customer Web Portal Access low priority inquiries or requests only; the portal is not monitored for an instantaneous response.

Service Delivery and Support

NOTE: Critical and High priority incidents **must** be reported via Telephone.

 Product and system technical resources are ready to receive and take action on requests for service.

The NSOC is staffed with technicians trained in the NGCS portfolio of services. Support staff personnel will access the solution remotely to fully understand the incident being reported.

- At a minimum, when reporting an incident, the NSOC will require:
 - Customer name.
 - Caller's name.
 - Caller's contact number (supply alternate call back number).
 - Description of the problem or request.
 - Operational impact of the problem (Priority).
 - When the problem first occurred.
- Upon notification of the incident, the NSOC will supply a case number for reference.

NOTE: For Critical and High severities, the NSOC will continue working with you to begin troubleshooting the reported incident immediately.

- The NSOC will:
 - Open a case and categorize the issue or request.
 - Resolve incidents based on priority.
 - Perform remote analysis to assist in identifying a corrective action plan.
 - Escalate the incident/request to technical or service experts when required.
 - Dispatch Support Engineers where remote corrective actions are not possible.
 - Engage next level management to ensure timely problem resolution.
 - Provide regular status updates for escalated incidents.

2.2.2 **Priority Level and Response Definitions**

Response Time – Is defined as the amount of time expired between the time in which the issue is either (a) detected by the NSOC or (b) reported to the NSOC by the Customer to the time that a qualified technician is actively troubleshooting the issue.

Onsite Response Time Coverage – Seven (7) days per week, 24 hours per day, 365 days of the year with a four (4) hour (maximum) response time to have a technician on-site for Critical or High Priority issue related hardware, software, network repair/maintenance issues or events. This includes all Holidays.

Reporting Trouble – The NSOC number is provided to all PSAPs to report issues for NGCS provided 9-1-1 network and equipment. This improves response times whereas the PSAPs do not need to call two different numbers to report an incident. If the issue that was called in cannot be resolved through our remote diagnostics by the NSOC, then a technician will be on-site within the above stated response times. The NSOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.

Incident Time – means the period of time during which the service or any service component suffers an Incident. Incident Time will commence upon either the issue is (a) detected by the NSOC or (b)

reported to the NSOC by the Customer. Incident Time will end upon completion of the repair or restoration of the service or service component. Incident Time will not include downtime attributable to

(a) Force Majeure Conditions; or (b) scheduled preventive maintenance of which the Customer was notified and to which it consented in advance.

For each reported or alert generated Critical or High incident, the NSOC will apply a Priority Level classification with an assigned target response time where applicable. This classification provides the means to manage the appropriate response and engagement process.

Priority	Example	Response	Notification	Resolution Goal
Priority 1 - Critical Full loss of critical functionality	 Inability to route calls to the Valid Destination Network outage preventing communications with PSAP/Host Sites Total service failure Loss of ANI / ALI (location) to the Valid Destination for 15 or more minutes Poor voice quality on all calls 	Within 15 minutes notification will be provided	Hourly	< 2 hours
Priority 2 - High Partial loss of critical functionality.	 Intermittent line noise or interference preventing understandable audio Intermittent service failure Intermittent non- delivery of ANI/ALI (location) 50% loss of IP network to the PSAP/Host Site (ESInet Network Connections) Loss of two or more Originating Service Provider ingress call traffic for 15 or more minutes Intermittent poor voice quality 	Within 30 minutes, email notification will be provided to designated agency 1 hour provide status to designated stakeholders	Every 2 hours	< 4 hours

Priority 3 - Medium Does not have serious impact	 Loss of non- critical system component The failure of a device/component that only impacts a single component or position Does not cause an impact to the delivery of 9-1-1 calls as defined under Critical and High Severities Legacy PSAP Gateway port loss Intermittent poor voice quality 	Within 4 hours notification will be provided	Updates via the web Portal	< 24 hours
Priority 4 - Low A Service Request Informational Has a low urgency and impact	 Management Information Systems / Logging report creation and formatting issues Loss of delivery of the CDR and provisioning data feed Non - Service affecting system anomalies that only occur once Non - Critical User Interface errors 	Next business day	Updates via the web Portal	Not measured

2.3 Customer Web Portal

The Customer Web Portal is the user interface into our support structure. The web Portal provides direct access to our Incident Management system where you will have access to the same information as our engineers and managers. The Portal provides the ability to:

- Create low priority cases or requests, provide updates or to obtain status updates for an existing case.
- Obtain status on Service Requests.
- View real-time status of scheduled events (e.g., change requests, service requests, and security patches).

2.4 Support Engineer

While most incidents and service requests are handled remotely, Motorola will:

• Dispatch technicians should on-site technical expertise be required.

Date

2.5 Service Maintenance

Motorola will provide the applicable maintenance and repair services to support our Customer for the term of the Service as outlined in the contract and below.

2.5.1 Maintenance Process

As a leading public safety provider, Motorola understands the importance of how and when maintenance is performed, and of providing proper coordination and notifications. Scheduled maintenance will be handled within our change management process. A change request will be entered in the IT Service Management (ITSM) Tool, ServiceNow, identifying key elements of the change request.

Throughout the Change Management process, the Operations Manager is responsible for notifying the PSAP of all planned work that may affect 9-1-1 functionality within a mutually agreed upon period measured in days prior to the event unless an emergency change must be implemented.

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Section 3

FCC and State Reporting

Motorola has implemented policies and procedures in conformance with FCC and state notification and outage reporting rules. To further facilitate company-wide compliance efforts, Motorola trains its employees regarding FCC and state outage notification requirements, as defined in FCC 47 C.F.R. Part 4 and state rules, if any. In the event of an outage, the designated personnel listed below will be notified by phone call, email, or SMS text message. Consistent with FCC Outage Notification requirements, as soon as possible, but no later than thirty (30) minutes after discovering an outage, network malfunction or higher-level issue that is potentially affecting, i.e., meets the FCC's threshold criteria for notice and report, Motorola will notify the designated personnel for such outages and will convey all available information that may be useful in mitigating the effects of the outage, as well as a name, telephone number, and email address at which Motorola can be reached for follow-up.

3.1 Customer Notification

I Motorola will also communicate additional material information as it becomes available, but no later than two (2) hours after our initial contact. The additional information will include the nature of the outage, its best-known cause, the geographic scope of the outage, the estimated time for repairs, and any other information that may be useful to the management of the outage.

Customer personnel listed within the Contacts and Notifications chart agree to contacting remote sites when there is a service impacting event. Communication will continue on a regular basis until the event has been resolved.

CONTACTS AND NOTIFICATIONS						
SITE NAME	ADDRESS	COUNTY	PHONE NUMBER (24 X 7)			
MOTOROLA	NAME	EMAIL	PHONE NUMBER			
Critical - System Down notification and ERT						
High						
CUSTOMER	NAME/TITLE	EMAIL	PHONE NUMBER			
Critical System Down						
High						
Administrative Contact						
911 Authority (Local Govt, Council, Board)						
Authority Contact						
Information Validated						

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Section 4

Requesting a Service Change

A service change request is coordinated through the NSOC. The change is initiated by completing a Request for Change (RFC) form. The RFC is used to document the requested service change.

The Operations Manager fulfills the role of Change Manager. Information about changes in requirements, network services, application patches, software updates, new service requests, or any other source of change, is tracked in our change management system.

Motorola's service and engineering staff will assess and identify the potential impact, risk, timeline, and any costs (if applicable) associated with functional change, hardware or component additions, integration to additional systems/networks, etc.

4.1 Requesting a GIS Change Impacting Call Routing

If Location Service is purchased, a GIS change request is also coordinated through the NSOC by the Operations Manager. A GIS Change Management Request form is initiated by completing the Change Management Request Form and submitting it to your Operations Manager. The Operations Manager will submit it to the NSOC and a ticket will be created to get the request on the agenda for the Change Approval Board. Once the GIS change has been reviewed and approved, notification of approval will be sent back through the Operations Manager for communication to you. The requested GIS change may then be pushed to Spatial Central within the normal change window of the Change Management Process.

Section 5

Conditions and Exclusions

5.1 Conditions

Motorola ensures the optimal performance of your NGCS services. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- On-site intervention requires Customer to provide site access.
- Remote monitoring, troubleshooting and restoration requires that the Customer provide direct unencumbered remote access 24x7x365 to all applicable locations and equipment.

5.2 Exclusions

Motorola's service and support obligations hereunder will not apply to any Motorola supported software or hardware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper/insufficient grounding, failure of electric power, failure of Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by Customer or others, unless otherwise approved in writing by Motorola.
- Connection of another machine, device, application, or interface to Motorola supported equipment (hardware and/or software) by Customer or others, which has caused damage to Motorola supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola's supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola for use in Customer's environment.
- The operation of the software in a manner other than that currently specified in the applicable product documentation.
- The failure of the Customer to provide suitably qualified and adequately trained operating and maintenance staff.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made without Motorola's written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

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Conditions and Exclusions
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Date

1. TERM OF SERVICE ORDER AGREEMENT

This Motorola Solutions Connectivity Service Order Agreement ("SOA") shall commence on ______, 2023 or the date latest executed by the parties if incomplete (the "SOA Effective Date") and terminate 5 years after the Services Commencement Date (the "Initial Term"), unless earlier terminated in accordance with the provisions of the Master Service Agreement dated of even date herewith, by and between the parties hereto (hereafter the "MSA").

2. DEFINITIONS

Capitalized terms used, but not defined in this SOA are defined elsewhere in the SOA, MSA or Applicable Tariff.

"Applicable Tariffs" consist of the standard Motorola Solutions Connectivity service descriptions, pricing and other provisions filed by Motorola Solutions Connectivity or any of its Affiliates with the appropriate state regulatory commission having jurisdiction respecting a Service, as revised by Motorola Solutions Connectivity from time to time. In the event an Applicable Tariff is withdrawn by Motorola Solutions Connectivity or tariffing is no longer permitted or required by the appropriate state regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding state allowed named document for the services offered herein.

"Individual Case Basis" (ICB) means a service arrangement in which the regulations, rates, charges and other terms and conditions are developed based on the specific circumstances of the case. Motorola Solutions Connectivity may or may not have an equivalent service in the price list for which there is a rate, and the quoted ICB rates may be different than the price list rates. ICB must be provided under contract to a customer and the contract filed (under seal) with the Commission, upon request. All customers have nondiscriminatory access to requesting the service under an ICB rate. Recurring and non-recurring charges for all services provided pursuant to this price list may be individualized for a particular Customer based on the need to respond to a unique service application and/or market condition. All services will be offered on the same basis to any other Customer, which has the same service specifications and market conditions.

3. SERVICES

Motorola Solutions Connectivity will provide the services to Customer under this SOA as selected below ("Services"), and as further provided in Attachment 2, attached hereto and incorporated herein ("Proposal").

3.1 REGULATED SERVICES

Regulated services may be ordered as provided below ("Regulated Services"). Pricing, service descriptions and other provisions relating to the Services will be set forth in this SOA, the MSA, and the Applicable Tariffs.

A. VESTA® ROUTER SERVICE - TRANSITIONAL (INDICATE SELECTION BY CHECKING BOX)

9-1-1 Tabular Routing + 9-1-1 ANI

9-1-1 ALI Database (DB) Services + DB Management

9-1-1 Network Elements

B. VESTA® ROUTER SERVICE – GEOSPATIAL (INDICATE SELECTION BY CHECKING BOX)

- i3 Geospatial Routing
- ECRF/LVF Service
- I3 Logging Service
- Sector Se
- Location Database (LDB)

C. VESTA® 9-1-1 AS A SERVICE – REGULATED SERVICES (ONLY APPLIES IF MPLS CIRCUITS ARE BEING PURCHASED)

MPLS Circuits

3.2 OPTIONAL SERVICES

Optional Services are services that are not regulated by a state regulatory commission, and are not included in the Applicable Tariffs ("Optional Services"). Optional Services may be ordered by selecting below and are further described in the Proposal.

Text-to-9-1-1 Delivery Service
VESTA [®] 9-1-1 as a Service

3.3 SERVICES COMMENCEMENT DATE

Regulated Services that are selected shall commence on a date to be mutually agreed upon between Motorola Solutions Connectivity and Customer by execution of a written amendment hereto ("Regulated Services Commencement Date"). Optional Services that are selected shall commence on a date to be mutually agreed upon between Motorola Solutions Connectivity and Customer by execution of a written amendment hereto ("Optional Services Commencement Date"). Regulated Services Commencement Date and Optional Services Commencement Date are referred to herein, collectively as "Services Commencement Date." The rates and charges for Services will be effective on the Services Commencement Date. Upon completion of the term of this SOA and any extensions thereof, and until a new SOA has been executed between the parties, unless Motorola has provided prior notice of changes in the rates pursuant to Section 7 of the MSA, the monthly recurring charges and term shown herein shall be as follows:

for Regulated and Optional Services, the monthly recurring charges shall be the greater of: (i) the monthly recurring charge provided in the table below; or (ii) the monthly recurring charge as adjusted by the annual rate of the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, commonly known as the "Consumer Price Index for all Urban Consumers" for the immediately preceding twelve (12) month period, and the term shall automatically extend in one (1) year successive terms.

4. PRICING

The rates and charges provided herein for Services are further described in the Pricing Schedule, attached hereto and incorporated herein as Attachment 1. Regulated Services are

priced pursuant to the Applicable Tariff rates and/or pursuant to an Individual Case Basis arrangement. Optional Services are priced pursuant to the Proposal.

4.1 NON-RECURRING CHARGES (NRC) AND/OR ADVANCE PAYMENTS

Non-recurring charges and/or advance payments may be required in order to provision the Services. A schedule of non-recurring charges and/or advance payment amounts and events when such charges and/or amounts are due are provided in the Pricing Schedule. Motorola Solutions Connectivity shall provide an invoice to Customer upon occurrence of each event. Any non-recurring charges set forth in the Pricing Schedule are non-refundable.

4.2 MONTHLY RECURRING CHARGES

Monthly recurring charges for the Services are provided in the Pricing Schedule. Additional charges may be rendered by other local exchange carriers in connection with the provisioning of 9-1-1 Emergency Service to the Customer.

Persons Served is calculated by taking the most recent county population as estimated by the U.S. Census Bureau data (https://www.census.gov/programs-

surveys/popest/data/tables.2019.html). PSAPs that serve an area that crosses county boundaries, or encompasses only a portion of a county, the number of persons served will be determined on a case-by-case basis. The number of persons served is subject to annual review and sizing using the most recent U.S. Census Bureau data.

5. INVOICING AND PAYMENT

Except as otherwise provided in the Proposal, invoicing and payments shall be made as set forth below. For Regulated Services, if no invoicing or payment terms are provided, then the Applicable Tariff applies.

For non-recurring charges and/or advance payments, Motorola Solutions Connectivity shall invoice the Customer upon completion of each milestone. For monthly recurring charges, Motorola Solutions Connectivity shall invoice the charges for the Services in advance based upon the Services Commencement Date, and at the beginning of each subsequent month thereafter. In the event that the Services Commencement Date does not coincide with the beginning of a month, such month shall be prorated based on a thirty day calendar month. Payment is due thirty (30) days net from the date of invoice.

Customer may prepay any non-recurring and monthly recurring charges. All amounts provided herein are exclusive of any taxes, duties, levies, fees, or similar charges imposed by a third party other than Motorola Solutions Connectivity.

Unless otherwise specified on the particular invoice, all payments shall be due and payable in U.S. Dollars. A maximum late payment charge of 1.5% per month applies to all billed balances that are not paid by the billing date shown on the next bill beginning from the date first due until paid in full.

6. GOVERNMENTAL/OTHER CHARGES

As further described in Section 5 of the MSA, regardless of any stabilization of rates or charges that may appear in this SOA, Motorola Solutions Connectivity reserves the right to increase charges as a result of: (i) expenses incurred by Motorola Solutions Connectivity reasonably relating to regulatory assessments stemming from an order, rule or regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E9-1-1 and deaf relay charges); or (ii) the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to Motorola Solutions Connectivity or the amount Motorola Solutions Connectivity is required to pay to other carriers in connection with the provision of the Services to Customer under this SOA.

7. COMMISSION JURISDICTION

If an ICB is subject to the jurisdiction of a regulatory commission, each such ICB will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such ICB will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

8. ORDER OF PRECEDENCE

This SOA is made pursuant to and is governed by the MSA. Customer and Motorola Solutions Connectivity acknowledge and agree that in the event of a conflict between any provisions of this SOA, the MSA and any other ancillary document or agreement related to this SOA, the order of precedence shall be: this SOA, the SOA attachments (if applicable), the MSA, MSA exhibits, and then ancillary documents.

CUSTOMER	Brian	Hamman			
Print Name:	Brian				_
Signed:					
Title:	oner &	Chairman	9/21/2023	1	10:17

MOTOROLA SOLUTIONS CONNECTIVITY, INC.

Signed: The 3th	
Print Name: That is Buett cher	
Title: Vice Pressent Date: 7/2"	2/23

-

ATTACHMENT 1 PRICING SCHEDULE

SUMMARY VESTA® ROUTER AND TEXT-TO-9-1-1 DELIVERY SERVICE

County	2025 Projected U.S. Census Population Estimate	NRC/Advance Payments Total	Annual Recurring Charge (ARC)	ARC Total for Term (5 years)
Lee County FL	829,303	\$1,240,475.00	\$850,765.00	\$4,253,825.00

NRC AND/OR ADVANCE PAYMENTS SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES/ADVANCE PAYMENTS	
MILESTONES (Options)	Total Amount
1. Contract Execution – 100%	\$1,240,475.00
2. Contract Execution – 50% Installation Completion – 50%	
3. Other (Agreed to by the Parties)	
SUBTOTAL (NRC/ADVANCE PAYMENTS)	\$1,240,475.00

ANNUAL RECURRING CHARGES (ARC) SCHEDULE OF PAYMENTS

REGULATED SERVICES			
9-1-1 Emergency Services	ARC	Number of Years	Total Amount (Initial Term) 5 Years
<u>Transitional</u>			
9-1-1 Tabular Routing + 9-1-1 ANI			
9-1-1 ALI Database (DB) Services + DB Management			
9-1-1 Network Elements			
9-1-1 Tabular Routing + 9-1-1 ANI 9-1-1 ALI Database (DB) Services + DB Management 9-1-1 Network Elements			
Geospatial			
i3 Geospatial Routing	INCL	INCL	INCL
ECRF/LVF Service	INCL	INCL	INCL
i3 Logging Service	INCL	INCL	INCL
9-1-1 Network Elements	\$77,808.00	5	\$389,040.00
Location Database (LDB)	INCL	INCL	INCL
Year One LSR Interconnection Service	\$77,400.00	1	\$77,400.00
OPTIONAL SERVICES			
Year Two LSR Interconnection Services	\$77,400.00	1	\$77,400.00
VESTA® Text-to-9-1-1 Delivery Service			
VESTA® 9-1-1 as a Service			(see next page)
SUBTOTAL (ARC)			\$543,840.00

TOTALS – NRC/ADVANCE PAYMENTS AND MRC		
SUBTOTAL – NRC/ADVANCE PAYMENTS	\$1,240,475.00	
SUBTOTAL – ARC	\$4,797,665.00	
TOTAL AMOUNT	\$6,038,140.00	

OPTIONAL SERVICES VESTA® 9-1-1 AS A SERVICE SCHEDULE OF PAYMENTS

NON-RECURRING CHARGES (NRC)

NON-RECURRING CHARGES	Per PSAP/Per Position	Number of PSAPs/Positions	Total Amount
1. <u>VESTA 9-1-1 Backroom</u> (Per PSAP) - Contract Execution – 100%			
2. <u>VESTA Local Survivability</u> (Per PSAP) - Shipment of Equipment to PSAP – 100%			
3. <u>VESTA 9-1-1 PSAP</u> (Per Position) - Shipment of Equipment to PSAP – 100%			
4. <u>VESTA CommandPOST</u> (Per Position) - Shipment of Equipment to PSAP – 100%			
SUBTOTAL (NRC/ADVANCE PAYMENTS)		•	

MONTHLY RECURRING CHARGES (MRC)

OPTIONAL SERVICES	Monthly Rate Per	Number of	Monthly Rate	Number of	Total Amount
(VESTA 9-1-1 as a Service)	Position	Positions	Total	Months	(Initial Term)
REQUIRED ITEMS					
VESTA 9-1-1 CPE					
OPTIONAL ITEMS					
VESTA Local Survivability (per PSAP)					
VESTA Analytics					
VESTA Map Local - Basic					
VESTA Map Local - Premium					
VESTA Activity View					
VESTA Heads-Up Display					
VESTA Phone CommandPOST					
VESTA SIP					
VESTA 9-1-1 Dark/Backup Position					
SUBTOTAL (MRC)					
<u>A LA CARTE ITEMS</u>			Price/Training	Number of Trainings	Total Amount
VESTA 9-1-1 Admin. Standard Training					
VESTA 9-1-1 Admin. Complex Training					
VESTA 9-1-1 Agent Training					
VESTA 9-1-1 Agent TTT					
VESTA Analytics Admin. Training					
VESTA Activity View Training					
VESTA 9-1-1 SMS Admin. Delta training					
VESTA 9-1-1 SMS Agent Delta Training					
VESTA 9-1-1 SMS TTT Delta Training					
VESTA 9-1-1 SIP Phone Training					
VESTA Map Training					
Cutover Coaching					
SUBTOTAL (A La Carte)					
			Canta literra		
	IUIALS - NR	C, MRC and A La	Carte Items		1
SUBTOTAL – NRC					
SUBTOTAL – MRC					
SUBTOTAL – A La Carte Items					
PREPAYMENT INCENTIVE (MRC - 5%	b)				
TOTAL AMOUNT					

ATTACHMENT 2 PROPOSAL

[Insert Proposal]



Lee County, FL and Motorola Solutions Connectivity, Inc.

Next Generation 9-1-1 Core Services (NGCS) & Emergency Services IP Network (ESInet)

Solution Overview and Statement of Work (SOW)

Date: May 5, 2023

Version 1

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TABLE OF CONTENTS

Contents

Cover Letter May 5, 2023
SOLUTION OVERVIEW
1.1 Routing Service
1.2 Ingress / Aggregation Service
1.3 Location Services
1.4 i3 Logging Service
1.5 Network Service (Egress ESInet)10
1.6 Project Management / Implementation10
1.6.1 Acceptance Test Plans (ATP)11
1.6.2 Typical Transition to NG9-1-111
1.7 Support Services12
1.7.1 Service Management12
1.8 NGCS Functional Elements13
2 Pricing and Milestones15
2.1 NGCS and ESInet Service Pricing15
Pricing Notes:
Appendix 1: SCOPE OF WORK19
1 PROJECT SUMMARY
2 IMPLEMENTATION METHODOLOGY 1
2.1 PHASE I - PLANNING
Project Kick-off Meeting2
Project Plan Approval
2.2 PHASE II - INSTALLATION AND TESTING
NGCS & ESInet Service Installation
MSCI responsibilities for Deployment
Customer responsibilities for Deployment4
2.3 PHASE III - SYSTEM CUTOVER
MSCI responsibilities during Cutover

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2

Customer responsibilities during Cutover	. 5
2.4 PHASE IV - PROJECT CLOSURE	. 5
APPENDIX 2: PROJECT RESPONSIBILITIES MATRIX	. 7
APPENDIX 3: SITE SURVEY FINDINGS (Completed Site Survey Document to be inserted here, draft document for review below)	11
Appendix 4: Preliminary Project Schedule	13

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Cover Letter

May 5, 2023

Paul Filla Manager, Public Safety Lee County Public Safety Office 2665 Ortiz Ave Fort Myers, FL 33905

Dear Mr. Filla:

Please find on the following pages, the solution overview, statement of work, and preliminary project schedule for the Motorola Next Generation Core Services project for Lee County.

We look forward to working with on this project. Please contact Lisa Madden at 207.468.5461 with any further questions.

Sincerely,

Travis Boettcher Motorola Solutions Connectivity, Inc. Vice President, Software Sales

SOLUTION OVERVIEW

Our VESTA Router Service ("the Service") and interconnected ESInet provides 9-1-1 call routing and managed network services. Instances of the Routing Service will be deployed in multiple locations for processing to ensure that the service will meet 99.999% availability.

The Service includes diverse circuit termination (dual-homed) from the OSPs across the paired data centers and across multiple gateways to minimize loss of call routing capacity and services. Each data center will also include redundant Session Border Controllers (SBC) and firewalls that will implement the Border Control Functions (BCF), providing IP network security for the incoming Session Initiation Protocol (SIP) calls. The Location Database (LDB) will provide the location information related to the Automatic Number Identification (ANI) associated with an incoming 9-1-1 call.

Our Service delivers routed 9-1-1 calls over an IP ESInet, leveraging MPLS technology to the call handling system host site(s). There will be redundant ESInet connections, two (2) to each call handling host. Customer-defined routing policies will be created for both normal and failover conditions. Inter-tandem trunks will be included for the purpose of transferring to adjacent agencies. The proposed Service will be fully redundant, with no single point of failure. The primary circuit will be provided by AT&T and the secondary circuit will be provided by Verizon.

At the two (2) Lee County PSAPs that host the VESTA 9-1-1 Emergency Call Handling system, the Service also includes redundant SBCs and firewalls that provide edge security and SIP normalization for NG9-1-1 traffic. In addition to these key functions, the SBCs also allow for utilization of the Session Recording Protocol (SIP REC) to capture recordings of SIP sessions and call metadata at the customer network edge. This effectively replaces "trunk-side" recording in the TDM/PSTN world, so recording at the LAN port level (Cisco port mirroring) and at the VESTA 9-1-1 position (station-side) are further enhanced with SIP REC.

Legacy Selective Router Gateways (LSRGs) are available, if needed, to terminate trunking back to the existing E9-1-1 Local Exchange Carrier (LEC) tandem during the transition phase. These trunks will allow call transfers between the LEC E9-1-1 tandem and the service. As an optional service, Motorola will provide the LSRG and trunks we deem necessary to handle 9-1-1 call transfer between the service and those PSAPs that remain connected to the existing E9-1-1 LEC tandem. One year of this service is included in our pricing.

1 Services Description

1.1 Routing Service

Motorola will deploy the VESTA Router Service to provide IP routing in place of the legacy routing solution. The routing service will route calls based on geospatial routing. If a geospatial location is unavailable, the router will fall back to tabular routing.

As part of our managed Service, Motorola provides the following:

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- Establish connectivity to the LDB and ECRF or ALI database.
- Load (and update the ESRP with the SRDB) provided by the agency.
- Use the LDB as the location source for incoming calls that do not have an embedded location.
- Query the ECRF from the ESRP for determining the recommended PSAP destination Universal Resource Locator (URI).
- Develop and implement custom routing policy rules that support the agency's required operational workflow
 - Selective routing.
 - Ring No Answer
 - PSAP abandonment.
 - Default routing.
 - Alternate routing.
- Manage changes to routing policy as required.

Routing rules will be configured for all inbound emergency calls. Routing rules can be based on the call type (wireline, wireless, or VoIP), location information of the calling party, the OSP of the trunk, or trunk group, as an example. Additionally, Motorola manages the routing of calls, including the ability to re-route in the event of an outage or availability of a PSAP.

1.2 Ingress / Aggregation Service

Motorola will be responsible for transitioning the ingress 9-1-1 traffic from the OSPs to the VESTA Router Service. This includes ingress network from the wireline, wireless, and VoIP providers serving the area, as well as trunking to Selective Routers that support transfer capability (or split-rate centers) to neighboring jurisdictions. The Service includes the on-going management of ingress trunks.

A Letter of Agency (LOA) is required to facilitate the transition of ingress facilities. Motorola will not authorize any services or charges under the LOA that would result in a billable event without express written approval.

Service Inclusions	Service Exclusions
Motorola will establish two POIs in the LATA, unless an alternative meet point is negotiated between Motorola and the carrier(s)	10-digit lines for the purpose of call transfer/conference
OSP 9-1-1 ingress network including (recurring and setup charges) from the LEC/CLEC wireline end-offices to Motorola's POI	OSP fees or cost recovery

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OSP 9-1-1 ingress network including (recurring and setup charges) from Wireless and VoIP carriers to Motorola's POIs	Non-IP Selective Router to PSAP trunks (administrative lines or point-to-point TDM trunks for ALI)
Ingress 9-1-1 calls from adjacent Counties with split-rate centers or similar topography	The customer is responsible to maintain existing connectivity between the existing ALI system and call handling, until the new LDB is placed in production. Once completed, legacy ALI links may be removed.
Establishing network to network interoperability between 9-1-1 call routing providers serving County's adjacent jurisdictions	Diversity/Disaster Trunking. For example, additional Plain Old Telephone Service (POTS) for alternative diversity/disaster trunking
IP network from Motorola's POIs to the Motorola routing locations	N/A
One year of Inter-tandem trunks to LEC and other 9-1-1 Tandems for transfers (This is an optional service and may need to be extended beyond one year)	

1.3 Location Services

Location Database Service

Motorola will transfer the legacy ALI database to a Location Database (LDB). The Location Database Service includes the following items:

Database Preparation

Motorola solutions will set up the database, prepare the data, load subscriber records, and validate the location data conforms to customer-defined MSAG. An initial extract of the data from the current ALI providers will be imported into the new location database. Data will be validated and tested in advance of the cutover.

Database Administrative Tasks

- Service Order Information (SOI) record updates will be processed and errors resolved as required.
- Management of the existing subscriber database and migration to Location Information Service (LIS).
- Management of the location validation data and functions.
- Customer data management tools will be provided so that location discrepancies can be easily reported and managed.

ALI Services

Motorola will provide traditional ALI service and database management associated with the VESTA LDB functional element. In addition, we will provide the LDB IP connectivity ALI links to

the PSAPs, the E2+ links to the Wireless and VoIP carriers. We will also manage the migration of the ALI database from your current provider to the LDB.

ALI Records Management

We will provide the services related to the administration of Wireless, VoIP, and Wireline carriers for managing shell and ALI records, including the validation of those Service Order Input (SOI) updates against the Master Street Address Guide (MSAG). The LDB has easy-to-use, web-based secure accessing solutions that offer quick access to multiple performance metrics for authorized personnel to maintain or access ALI and MSAG records.

Database Management

Access will be provided to the database for management, with complete transparency to the ALI and MSAG records. You will be able to access and download records for their internal use, and gain greater visibility into the error correction process, showing which carriers have stale records that need attending.

Location Database Support / Management

Our LDB will support the use of current (ALI/MSAG) and Location Validation Function (LVF) versions, as well as location-based (ECRF) call routing. The proposed LDB will support:

- Protocols for legacy ALI query services.
- Protocols required to obtain information for VoIP calls through VoIP Positioning Centers (VPC)
- Wireless calls.
- Protocols required for i3 location information retrieval and conveyance, such as HTTP-Enabled Location Delivery (HELD).

The solution will help facilitate migration to a full NG9-1-1 location infrastructure by providing both data and business processes, and by making the transition and migration a flexible and controlled evolution. The LDB core application elements have been engineered to be deployed redundantly and diversely.

GIS Tools / Support

Our Service includes tools to allow GIS personnel continuing use of their existing ESRI ArcGIS license. As a component of this proposal we are offering a set of GIS Spatial tools, which is an extension of the GIS personnel's ArcGIS application. These Spatial tools help GIS users to properly build and validate mission critical spatial data to support the requirements of Next Generation 9-1-1 functionality.

Spatial Tools / Support

The spatial tools offered as part of our service will provide dependable QA/QC processes on your GIS data, while working seamlessly with our LDB offering to synchronize the GIS data with the ALI/MSAG. We accept NENA i3 compliant data, and will work with the NENA i3 compliant data output of the regionally based GIS validation and remediation project.

Location Service Integration

Our Location service integrates the LDB, LVF, ECRF and Spatial Interface workflows. Therefore, GIS Data synchronization occurs in near real-time. This means that when one error gets fixed it has a ripple effect, correcting additional errors and ultimately reducing the time needed for GIS discrepancy management. Every time a feature is selected, the quality control checks are performed immediately on that feature. When GIS data causes errors against the MSAG, these tools will also provide the ability to make MSAG changes as needed.

GIS Services

Motorola will provide the platform that enables management of the flow of GIS data.

It is recommended that the GIS data provided conform to NENA-STA-006 NENA Standard for NG9-1-1 GIS Data Model for the data schema of the GIS dataset. However, if the GIS data source is not stored in the NENA recommended format, the GIS data can be uploaded to our proposed Spatial Interface, and with cross-referencing fields, our SI will transform GIS data into the NENA recommended format for the ECRF.

The Spatial Interface is the proposed solution for GIS aggregation and administration to support the data provisioning needs for the ECRF/LVF. As each set of GIS data is provisioned to the Spatial Interface, it will perform validation checks similar to our proposed spatial tools, while also considering adjacent jurisdictions for gap and overlap error detection.

The ECRF/LVF allows user-configurable dataset priority for matching civic addresses. Our ECRF will match on address points, street centerlines, PSAP Boundaries, and MSAG information for routing to the correct PSAP, in a hierarchical fashion. This will allow you to route calls geospatially as you continue to improve your GIS data. Discrepancy reports will be provided back to the authoritative source of the GIS data for resolution, and Motorola will assist in the understanding of data structure, data flow processes, and discrepancy resolution. While we provide the capability for GIS personnel to maintain and update their data within the system, we also provide reporting to oversight agencies for verifying that data is being updated regularly - and that discrepancies are being managed so that data accuracy continues to increase.

1.4 i3 Logging Service

Our i3 logging service provides an i3 ready logger interface that aggregates logs from all NGCS functional elements. The i3 logger service is optimized as a "transaction logger" and conforms to both the NENA 08-003 v1 Detailed Functional and Interface Specification for the NENA i3 Solution, Stage 3 Version 1 specification, and the NENA-STA-010.3b-2021 Detailed Functional and Interface Specification for the NENA i3 Solution, for recording of the transaction metadata only.

i3 Logging Service Version: The i3 logging tool is accessed via a web browser and Lee County will be operating on the latest relevant version of the i3 logging application. The Logging service is provided as a software service, negating traditional software version release constraints.

Access to i3 Logging Service: secure web access is via customer web portal external link or directly via compatible web browser, with access permissions assigned/determined by Lee County. Motorola NGCS uses the NENA i3v3 Standard For Event logging to a 3rd party service - REST/JSON API.

Timeliness of i3 Logging data: Lee County will have current full functionality at the time of implementation/go live; As the logs are produced by VESTA Router and consumed by the ECaTS i3 logger, they will become available to Lee County in reporting format on a near-real time.

i3 Reporting Categories:

NGCS Functional Elements

NGCS reports from Functional Elements (ESRP, ECRF/LVF, BCF) provide call, session, and queue state level details and summaries by element on a given date or range.

ESInet Network

ESInet and ESInet to PSAP reports provide information on overall call summaries (concurrent) and for 'serviceable' calls that traverse the network and are successfully delivered to PSAP(s) on a given date or range.

PSAP

PSAP-oriented reports include call summaries, routing duration, call viewer (for specific calls), and when combined with ECH MIS details, provide an end-to-end call report that provides information from call origination through NGCS routing to call termination at the PSAP.

1.5 Network Service (Egress ESInet)

Motorola will provide the ESInet to interconnect the VESTA Router Service to the call handling host equipment at the demarcation point. The egress ESInet will have sufficient bandwidth and performance to meet the requirements of the 9-1-1 call center.

Service Inclusions:

- Two (2) national MPLS networks
- Two (2) ESInet connections to call handling Host Controller A
- Two (2) ESInet connections to call handling Host Controller B
- Two (2) network routers to terminate the ESInet connection at each of the call handling host controller

Service Exclusions:

- IP transport network interconnecting 9-1-1 Call Handling System Host(s) to the 9-1-1 Call Handling Workstations.
- 10-digit PSTN lines for the purpose of call transfer/conference.
- 10-digit PSTN Administrative lines.

1.6 Project Management / Implementation

A project plan will be developed within sixty (60) days of contract execution with input from the PSAP(s). Motorola will assign a Project Manager to oversee all aspects of project

10

implementation. Motorola will be responsible for the design, documentation, software provisioning, configuration, and ingress circuits to the data centers and the ESInet to the Call Handling System host site(s).

The transition from legacy E9-1-1 technology to the new IP routing solution will require that both the legacy selective routers and the VESTA Router Service be operational until the transition is completed. The Agency(s) will be responsible for the cost of the legacy system and the MRC of the new system during the transition period.

1.6.1 Acceptance Test Plans (ATP)

An Acceptance Test Plan will be provided 45 days before the start of the OSP migration process.

The ATP will include:

- Point-to-Point and Multipoint Network Baseline Assurance testing.
- Fail-Over Testing.
 - Failure of Network Links and Routing components specific to the Agency.
- Speed of Call Processing.
- Accuracy of Call Processing.
- Default Call Processing.
- Traffic Loading of System and Network.
- Alternate Routing.
- Disaster Recovery Routing.
- Verify using simulated Wireline, Wireless and VoIP Calls.
 - Validate correct location delivery for each call type and OSP.
- Validate SOI processing per OSP.

1.6.2 Typical Transition to NG9-1-1

Motorola will manage the migration process to ensure continued delivery of traffic to the PSAP during implementation. We support the NENA-recommended "Dual-mode PSAP" migration process. This process envisions the legacy selective router and the VESTA Router operating in parallel until all of the traffic is successfully tested and migrated. This requires that the current 9-1-1 Call Handling System supports the simultaneous delivery of traffic during the migration process. Should a problem arise, the migration can be halted and reverted to the original state, which ensures continuous operation within the PSAP. Following are the typical steps taken during traffic migration implementation:

- OSP circuits installed to the Router Centers.
- POI installed and tested (as needed).
- ESInet established and tested between the routing centers and PSAPs.
- Routing rules deployed and tested.
- Location and GIS services implemented.

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- OSP Migration Process.
 - Migrate individual VoIP carrier traffic (e.g. Vonage) from legacy selective router to the VESTA Router Service.
- Test and confirm VoIP calls are successfully migrated.
- Repeat for all VoIP carriers.
 - Migrate individual Wireless carrier traffic (e.g. T-Mobile) from legacy selective router to the VESTA Router Service.
- Test and confirm wireless calls are successfully migrated.
- Repeat for all wireless carriers.
 - Migrate individual Wireline carrier traffic (e.g. AT&T) from legacy selective router to the VESTA Router Service.
- Test and confirm wireline calls are successfully migrated.
- Repeat for all wireline carriers.
 - Issue disconnect orders to remove legacy circuits.

1.7 Support Services

A comprehensive post-implementation support plan is included with our managed Service. The structure of our approach is based on the following areas of focus:

- The Network Security Operation Center (NSOC).
- Monitoring and management of the service including, network and LDB.
- NSOC is responsible for the coordination of all support activities.
- Service Level Objectives.
- OSP Interface Network Monitoring and Management.
- Cybersecurity/Security Management.
- Onsite support, when needed, will be provided by the local Motorola field services support team.

1.7.1 Service Management

The following is a list of our services management approach:

- Motorola oversees all post-cutover and punch list service delivery.
- Change Management.
 - Provide overall solution design and implementation services for Moves, Adds, and Changes (MACs).
 - Update as-built and/or configuration documentation.
 - Administer Change Management Process.
- Customer Web Portal (CWP) For Reporting and Service Management.

- CWP Dashboard View.
- CWP Situational Awareness.
- CWP System Health.
- CWP Reporting.
- CWP Service Reporting.
- CWP External Link Access.
- CWP Case Management.
- Provide quarterly reports on project status.
- Provide support resources for products supplied, including escalation points.
- Coordinate all support activities and changes with the NSOC.

Motorola is responsible for monitoring the Service, which includes IP routing, LDB, and network throughout the life of the Service. The following summarizes the items to be monitored and services included:

- Ingress and egress circuits.
- Signaling Seven Network (SS7).
- The layer 3 network between the data centers and the PSAPs call handling system.
- Management of the IP routing, network and LDB on a 24/7/365 basis.
- Continuous monitoring of the performance and availability of all devices.
- Troubleshooting and resolution of issues.
- Monitoring of the environment at all data centers or points of presence where critical components are housed to ensure functionality.

1.8 NGCS Functional Elements

The following are descriptions of the NENA-defined functional elements (FEs) that may be utilized in an NGCS implementation during the transition from legacy to a full Next Gen deployment. Some transitional FEs may be used temporarily (e.g. gateways), while others in the core (e.g. ESRP) are critical to the operation of Location Based Routing and related NG9-1-1 services The following are high-level descriptions of our NGCS functional elements and key components of the solution:

- Legacy Network Gateways (LNG) These components terminate the existing legacy trunks and circuits from the OSP.
 - LNG availability and survivability are achieved by distributing the OSP TDM circuits across multiple LNG-Protocol Interworking Function (PIF) elements such that the failure of one PIF will not impact all the circuits from a given originating endpoint. The LNG-PIF interconnects to the LNG-NIF via IP protocols, including SIP.
 - The LNG-Location Interwork Function (LIF) and LNG-NG9-1-1 Specific Interwork Function (NIF) exist within a highly available and geographically distributed application processing environment. The LIF and NIF operate

13

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together and control the interface to the Location Database (LDB) to add location to a legacy call.

- Legacy Selective Router Gateway (LSRG) The LSRG are used for interconnecting the VESTA Router Service to the existing transitional selective routers supporting adjacent counties.
- **Border Control Function (BCF)** Session Border Controllers (SBC) and firewalls form the Border Control Function for securing the communication across the ESInet.
- Emergency Services Routing Proxy / Policy Routing Function (ESRP/PRF) This component is a SIP proxy server that routes the calls based on the provisioned routing policies through the ESInet.
- Location Database (LDB) This component provides the location information for each caller and cellular device. The LDB supports interfaces of legacy ALI systems as well as supports the new protocols used in NGCS solutions.
- Emergency Call Routing Function (ECRF) This component is the geospatial database that uses the GIS data to determine route URIs and response agency URIs from LoST queries. The service layers identify the responsible jurisdiction for handling calls based on PIDF-LO resolution within geographic boundaries.
- Location Validation Function (LVF) This component is where OSPs will validate civic addresses (LIS records) against the statewide GIS dataset.
- Spatial Interface (SI) This component receives GIS data updates from the authoritative GIS database system and provisions it to ECRF and LVF databases. Emergency Services IP Network (ESInet) – The proposed ESInet is a managed IP network that is redundant, secure, and diversely sourced. It provides a public safety grade, path diverse, and carrier diverse WAN service between the data center LAN infrastructure and the PSAP call handling system locations. The use of Multiple Protocol Label Switching (MPLS) provides scalability and resilience.
- **Media Servers** This component provides SIP conferencing capabilities with functional elements deployed redundantly and diversely across the data center sites.
- NTP Master Clock This component ensures consistency of time stamps added to event records, reports, log events, etc. The VESTA Router Service includes an enterprise-wide master clock element installed redundantly within each of the data centers. Motorola uses a Spectracom SecureSync® precision master clock which meets the requirements recommended in NENA 026.5.

2 Pricing and Milestones

2.1 NGCS and ESInet Service Pricing

The table below provides pricing for the services for the VESTA Router Service based on the 2025 population of Lee County: 829,303.

	Yea	r 1	Year 2	Year 3	Year 4	Year 5	
Services	Upfront Cost	ARC	ARC	ARC	ARC	ARC	Total
NGCS - VESTA Router with Location Services		\$850,765	\$850,765	\$850,765	\$850,765	\$850,765	\$4,253,825
LSR Interconnection Services		\$77,400					\$77,400
ESInet (4 links; two to each Call Handling Host)		\$77,808	\$77,808	\$77,808	\$77,808	\$77,808	\$389,040
System integration, Support, and Implementation Costs	\$1,240,475						\$1,240,475
EIM Module							\$100,960
Sub Total							\$6,061,700
Reduction for EIM Module							(\$100,960)
TOTAL							\$5,960,740
	Year 1		Year 2	Year 3	Year 4	Year 5	
Optional Services	Upfront Cost	ARC	ARC	ARC	ARC	ARC	Total
LSR Interconnection Service (additional year)			\$77,400				\$77,400

Pricing Notes:

- 1. Pricing is valid until September 15, 2023.
- 2. ARC means Annual Recurring Charge.
- 3. Upfront Costs include System integration, Support and Implementation Costs and are a one-time cost to connect for a 60- month period. Pricing for the service for any renewal term beyond the initial term shall be mutually agreed to prior to the expiration of the initial term.

- 4. The population, which is based on 2025 estimates, will not be adjusted during the initial term of the contract unless Lee County expands their call answering and routing service beyond the population of Lee County, prior to which both Lee County and Motorola will agree on the scope of work, operational impact, and pricing for the resulting change order.
- 5. The total population figure of 829,303 for Lee County is based on the Florida Association of Counties data; the Florida Association of Counties acquires its population figures from the most recent University of Florida, Bureau of Economic and Business Research (BEBR) data.
- 6. This proposal is conditioned on, and subject to, the negotiation and execution of a mutually acceptable Master Service Agreement ("MSA") and Service Order Agreement ('SOA"), setting forth the applicable terms and conditions.
- 7. Special construction costs/charges are not included in our proposal and are quoted separately if required.
- 8. All prices are exclusive of applicable taxes, fees, and surcharges.
- 9. Any future project offerings related to NGCS can be added to this contract under a separate Scope of Work and resulting change order.
- 10. The EIM Module, value of \$100,959.74, is included in this proposal at no additional cost to Lee County.

2.2 Milestones and Tasks

Following are the detailed milestones and tasks associated with the key deliverables as a part of a NGCS project.

Milestone/Task	Responsible Party	Duration (weeks) (many tasks are concurrent)	Cumulative (weeks)*		
Approval and Contract Execution Phase					
Contracts signed	County/Motorola				
Kickoff/Project Plan	Motorola/County	Project Start			
VESTA Router Design & NGCS Deployment Phase					
System Design Review	Motorola/County	2	Wk. 1 - 26		

16

OSP notification period	Motorola	2	
Delivery and installation of network routers	Motorola	2	
ESInet Construction/Integration	Motorola	10-12	
ALI Database Preparations	Motorola	4	
Policy Route Planning	Motorola/County	8-10	
MSAG Database Conversion	Motorola	4	
Functional Element Integration	Motorola	4	
Functional Testing	Motorola/County	3	
VESTA Ro	uter Service Activat	ion (OSP Migrations) Phase	
Service/Monitoring Activation	Motorola	1	
ALI Database Migration	Motorola	1	
Initial VoIP carrier migration			
	Motorola		
Final VoIP carrier migration	Motorola Motorola		Wk. 26 - 36
Final VoIP carrier migration		12-16	Wk. 26 - 36
	Motorola	12-16	Wk. 26 - 36
Initial Wireless carrier migration	Motorola Motorola	12-16	Wk. 26 - 36
Initial Wireless carrier migration Final Wireless carrier migration	Motorola Motorola Motorola Motorola	12-16 al Acceptance Phase	Wk. 26 - 36

Legacy Systems Decommissioned	County	1		
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*Note: this timeline assumes completion prior to the moratorium on carrier migrations during November and December and allows for small delays in the event of a hurricane.

2.3 Milestone Payments

Payment of the Non-recurring charges for Lee County will be due upon the completion of the following milestones:

- 25% upon contract execution

- 25% upon VESTA Router deployment, identified by the delivery and installation of network edge equipment to the call handling hosts

- 5% Initial VoIP carrier migration
- 5% Final VoIP carrier migration
- 10% Initial Wireless carrier migration
- 10% Final Wireless carrier migration
- 10% Final Wire-line carrier migration
- 10% upon final acceptance

APPENDIX 1: SCOPE OF WORK

1 PROJECT SUMMARY

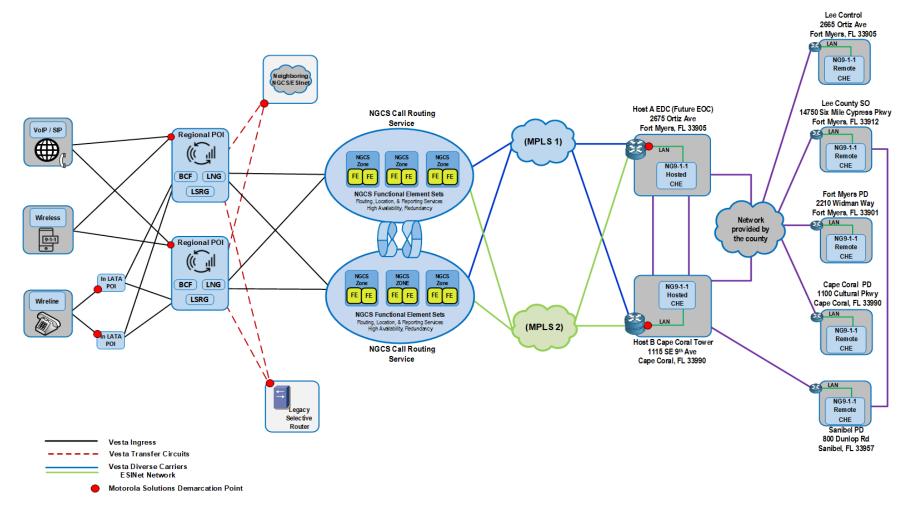
This Statement of Work (SOW) is based on equipment and services proposed by Motorola Solutions Connectivity, Inc. ("MSCI"), a wholly-owned subsidiary of Motorola Solutions, Inc. (Motorola) in response to a request from Lee County, FL to update the current legacy 9-1-1 Call Routing system. This SOW is preliminary in nature and is subject to modification as a result of any changes brought about during the contracting process.

The objective of this project is to replace Lee County's existing legacy tabular call routing with Next Generation 9-1-1 Core Services (NGCS), Location Services, and an Emergency Services IP Network (ESInet), providing Lee County with the ability to easily migrate to all of the features and capabilities that are a part of NENA i3 Next Generation 9-1-1 (NG9-1-1).

Currently, calls for 9-1-1 route through legacy selective routers that have reached end-of-life by their manufacturers, so Lee County is planning to migrate to an IP-based routing solution as part of Next Generation 9-1-1 (NG9-1-1).

MSCI will implement the solution depicted in the High Level Diagram on the following page:

Lee County FL. NGCS - System Design



2 IMPLEMENTATION METHODOLOGY

Lee County's Project Manager and the MSCI Project Manager will play an important role in this process by communicating back to their teams the project plan, project status, risks, and next steps. The project will use a Project Implementation Schedule and Project Status Report, which will provide a consistent vehicle for communication, management, reporting of progress, and detection of potential progress delays.

Our project management methodology is also based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal; align the project with Lee County's overall expectations. Unless otherwise requested, MSCI will implement the project using a "phased" process.

- Phase I Planning
- Phase II Implementation & Testing
- Phase III Cutover
- Phase IV Project Closure

2.1 PHASE I - PLANNING

Phase I is the period in which the project is formally launched, the project design is finalized, the Project Management Plan (PMP) is finalized and resources are scheduled. Upon the signature of the contract by MSCI and Lee County, the MSCI PM coordinates Phase I activities with Lee County to ensure that the project scope has been assessed and that all deliverables have been captured in the MSCI Project Schedule. The PMP will be the control document for MSCI deliverables for the implementation, as will other critical dates or milestones that are integral to the project.

The specific objectives of the planning phase include:

- Expound on specific strategies and project options
- Confirm NG9-1-1 project scope
- Finalize the solution design
- Finalize plans for solution delivery strategies and resources; the solution is reviewed to align each primary stakeholder with a common vision and strategy for unified team design and planning

Prior to collecting the detailed information that will be used in the course of the project, it is important for the team to understand the overall project goals and the criteria that will govern their decision-making.

The project principles and constraints are communicated to all team members so that all design, integrations, and deployment decisions can be assessed. Guided by the project

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principles and constraints, information that is more detailed is then collected. This includes conducting site visits and the Project Launch, Call Flow, and Design Review Meeting.

Project Kick-off Meeting

The project kick-off meeting is scheduled as soon as possible following contract execution. One of the main objectives of the meeting is to ensure that all project participants begin the project with a clear and shared understanding of the project and project expectations. During this meeting:

- Process owners are identified
- Key project milestones and objectives are introduced and discussed
- Review the overall project "As Purchased" design and Statement of Work (SOW)
- First review of the draft project plan
- Site walks for Environmental Review & Intra-system interfaces (if not done previously)
 - Environmental
 - Power: outlets, power draw, UPS, generator
 - Space: equipment rooms
 - Cabling: equipment room
 - Review and identify required call handling system upgrades and/or configuration changes needed (actual work to be done by call handling system service provider)

It is important that Lee County's key operational decision makers participate in these design meetings; it is critical that Lee County and MSCI understand the responsibilities of each entity in this process. The detailed discovery and full disclosure of all facets of the **Call Flow** (how the different types of calls, (e.g., legacy-delivered 9-1-1, NGCS-delivered 9-1-1, 10-digit Emergency, SMS Text-to-9-1-1, etc.), lines, and circuits that are answered at the 9-1-1 centers are delivered to and answered by the current communications systems. NGCS-delivered 9-1-1 calls will require reassessment of the current **Workflow** (how Call Takers and Dispatchers interact with callers and each other) is critical to operation of the emergency call handling system. This will ensure a smooth and comprehensive transition. Any required configuration changes to the Emergency Call Handling system will be performed by the call handling service provider.

Project Plan Approval

Once the NGCS system design has been finalized, the MSCI PM will schedule resources for site implementation.

MSCI resources will be scheduled and dates communicated to the team members via the MSCI Project Schedule. The MSCI Project Schedule will be drafted and forwarded to team members for review and comment. This "First Pass" schedule will be used to present Lee County with the initial deployment schedule. Once all feedback and changes have been received and integrated into the schedule, the Master Project Schedule will be created and

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2

communicated by MSCI. Once published and a baseline established, the Master Schedule will only be changed as per appropriately submitted change requests.

The Planning Phase ends when:

- The Project Plan has been approved
- NGCS System design and Call Flow (Emergency Call Handling system) are complete
- The Master Project Schedule has been developed and a consensus among concerned parties reached regarding deliverables and milestones
- A draft site cut plan has been developed
- A draft Acceptance Test Plan has been developed

2.2 PHASE II - INSTALLATION AND TESTING

Phase II is the period of time in which site preparation, site installation and testing take place. The project's implementation is accomplished to the degree that is possible without actually going "live", while minimizing disruption of the site's ongoing operations. The MSCI PM will coordinate the Phase II activities with Lee County to minimize interference with other site activities while ensuring that MSCI's implementation and testing are completed as per the Project Plan and the Master Project Schedule. Implementation and Testing milestones and deliverables will be documented and managed via the Master Project Schedule.

During this phase, the components of the NGCS solution are configured and readied for deployment. All network, regional, and premise components are delivered, and the equipment rooms and other facilities are made ready. The service provider must have completed all required upgrades and configuration changes to the call handling system as needed.

NGCS & ESInet Service Installation

The following outlines the general steps that will be required to implement the VESTA Router Service and associated ESInet. Additional detail and steps will be added during project meetings.

- NGCS data center equipment installation and/or configuration
- Ingress network implementation (if needed)
- Egress network (ESInet) implementation and testing to PSAP

MSCI responsibilities for Deployment

Inventory, install, configure and test all MSCI-supplied hardware and software at both Lee County's PSAP location(s) including:

• Network equipment (network interface device/edge routers)

• Motorola Project Manager will provide Lee County NGCS Project Status Summary report, on a quarterly basis, identifying the Deliverables met during that Quarter, and the associated milestone billing, to be used by Lee County in completion of their required FL DMS Grant documentation

Customer responsibilities for Deployment

Responsibilities shall include, but are not limited to:

- Provide required space, power, single point ground, and cooling for MSCI-provided equipment. Note: MSCI will provide equipment requirements for power, cooling, etc.
- Cabling and Wiring for interconnect wiring between NGCS point of demarcation and Emergency Call Handling system interface (please refer to Site Survey notes below for site details)
- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during the Installation, Implementation or Post Installation phases of this project
- Provide appropriate schedule notification and facility availability for MSCI on-site services and training
- Notify and coordinate schedule changes with MSCI, which may require a Change Order (and potentially additional charges) dependent upon the change.

2.3 PHASE III - SYSTEM CUTOVER

System Cutover is a critical milestone of Lee County's NG9-1-1 project. Its success will require a methodical focus on planning, executing, and monitoring. The Cutover Plan includes the fallback process to restore the system to the pre-migration operation in the event of a catastrophic failure.

The Cutover Plan defines the sequenced procedures and steps that will occur in the Cutover Phase to bring new equipment to an operational state, as well as to transition services from the current equipment to the new.

The Cutover Phase is the major transition point for the project. MSCI-provided systems are brought online and the site's operations shift from the legacy 9-1-1 call routing service to the new MCSI call routing service. MSCI PM will work with Lee County's team to minimize the disruption for each PSAP location.

A draft Cutover Plan will specify tasks and responsibilities for MSCI-provided systems, materials, and services. The Cutover Phase will be scheduled via the Master Project Schedule.

MSCI responsibilities during Cutover

The MSCI PM will coordinate the assignment of appropriate MSCI technical staff to support the transition to the new VESTA Router Service. Resource assignments will be planned and tracked via the MSCI Project Schedule.

- Pre-cut and Post-cut site testing will be performed in accordance with the MSCI System Acceptance Test Plan that will be provided
- The MSCI PM will track issues and/or exceptions noted during the site cutover and report updates to Lee County's team for updates to the Issues Control Log
- The Cutover Phase will end when the project team agrees that all cutover objectives have been met

At the conclusion of the Cutover Phase, a meeting will be held with the project team members to discuss the cutover, any remaining issues, and to review the Post-Cutover Support Plan.

Customer responsibilities during Cutover

Lee County is responsible for the following during cutover:

- Schedule appropriate personnel to support the cutover
- Assume responsibility for coordinating all activities for the Emergency Call Handling system with Lee County's service provider; ensure the service provider's personnel are onsite as needed
- Assume responsibility for cutover activities that are beyond the scope of MSCI deliverables as delineated in the approved Project Plan
- Coordinate third party services and/or activities during the cutover that are not MSCI deliverables, but may affect MSCI systems and/or services. This includes, but is not limited to Telco's, third-party vendors such as CAD, Mapping, Recording, and Radio vendors, or other organizations that are participating in the cutover

2.4 PHASE IV - PROJECT CLOSURE

Once all sites are operational and the post-cutover coverage is complete, the Project will move to Closure Phase. The Project Closure Phase is the process of completing any open issues associated with the deployment of Lee **County's** project and to transition the project from Implementation to Support.

Project Closure will occur when:

- All sites have cutover to the new VESTA Router Service
- All on-site post cutover support has been completed
- All System Acceptance Testing (including the 30-day reliability period) has been successfully executed and approved by Lee County, and Lee County has signed the Final System Acceptance document

5

The MSCI PM will ensure all issues have been resolved or assigned for resolution. Any open issues at time of closure are to be transitioned to Motorola Solutions Technical Support, Site Installation, and Verification Package.

APPENDIX 2: PROJECT RESPONSIBILITIES MATRIX

This chart, below, defines whether a party involved in a project activity will be Responsible, Accountable, Consulted, or Informed (RACI) regarding the corresponding task, milestone, or decision.

ltem	Project Activity	Task	MSCI	Lee
1	Project Initiation and Kickoff	Execute contract and distribute contract documents	R/A	R
		Assign an MSCI Program Manager, and Lee County staff member to serve as single points of contact	R/A	R
		Schedule and attend the project kick-off meeting	R	R
		Review the draft Project Schedule and preliminary Project Management Plan	R/A	R
		Provide sample Letter of Agency (LOA) for Lee County review and execution, as needed	R/A	I
		Execute the Letter of Agency (LOA) and deliver to MSCI within seven (7) days of contract execution, as needed	С	R/A
2	Site Survey and Site Readiness	Provide site access for all proposed sites with necessary permissions and site escorts, as needed	Ι	R/A
		Conduct site evaluations to capture the details of existing (or absent) elements including grounding, power distribution, HVAC, and cabling; Site Survey document included below	R/A	С
		For Lee County-provided sites where	С	R/A

RACI = Responsible,	Accountable,	Consulted,	Informed
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7

Item	Project Activity	Task	MSCI	Lee
		equipment will be installed, provide sufficient floor space, power, HVAC, site access permissions, license, lease agreements, zoning variances, right of entry, and any other necessary approval for MSCI to install the equipment		
		Lee County - specific businesses and/or entities on base that receive telephone service from OSPs not provided by the base telephone system or commercial wireless OSPs	С	С
3	NGCS Egress Network (ESInet) Design	Validate bandwidth requirements	R/A	I
		Ensure Emergency Call Handling (ECH) system is i3 ready and all necessary configuration changes/updates have been deployed and ready to accept NGCS call delivery connections (if applicable at time of deployment)	R/A	I
		Procure NGCS ESInet egress network segments per diversity and bandwidth requirements	R/A	I
4	NGCS Ingress Network Implementati on and Carrier Migration	Prepare Lee County carriers/providers for migration to the VESTA Router Service based on agreements, plans, and timeline established with each carrier	R/A	I
		Transition to Service Operations and Support	R/A	I
		Deem Service ready for Acceptance Testing	R/A	I
		Execute carrier migration according to the call taker cutover plan, as applicable	R/A	I

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8

Item	Project Activity	Task	MSCI	Lee
		Execute orders to carriers to remove all legacy 9-1-1 services once the carrier migration and call taker cutover process is complete, as needed	I	R/A
5	Egress Network Implementati on (ESInet)			Ι
		Exercise ESInet circuit diversity	R/A	I
		Provide diverse circuit entry facilities at each 9-1-1 center, where available	I	R/A
		Provision ECH networking equipment (e.g. gateways, LAN switches, WAN routing, firewalls), and ESInet network interface equipment	I	R/A
		Perform network turn-up for testing	R/A	I
		Perform Quality of Service and bandwidth verification testing on ESInet circuits	R/A	I
		Confirm connectivity between the ECH system and core routing subsystems. Confirm the ESInet is ready to support carrier migration and ECH system cutover	R/A	I
6	Acceptance Testing	Conduct connectivity verification tests between the VESTA Router Service and the VESTA 9-1-1 ECH system	R/A	R
		Review and approve VESTA Router Service Acceptance Test Plan	R/A	R
		Sign certificates affirming successful acceptance test completion, corrections of any applicable findings, and acceptance of the service	R/A	R

ltem	Project Activity	Task	MSCI	Lee
		Approve "Ready for Cutover"	R/A	R
7	System Cutover	Finalize the cutover method of procedure, using the enclosed migration and cutover plan as a baseline	R/A	R
8	Project Finalization	Resolve punch lists documented throughout the implementation, cutover and acceptance phases	R/A	I
		 Provide As-built documentation to include, as applicable: Demarcation point drawings Equipment and system configuration settings of analog gateways provided, as applicable Policy Routing Plan Training and reference materials Customer Support Plan and escalation process 	R/A	Ι
		Review documentation with Lee County	R/A	I
		Receive and approve all documentation provided by MSCI within 10 days of submission	I	R/A
		Execute Final Project Acceptance	R/A	R

APPENDIX 3: SITE SURVEY FINDINGS

(Completed Site Survey Document to be inserted here, draft document for review below)

Components	NGCS	Notes	Responsible Party(s)
NGCS Ckts - Minimum Point of Entry (MPOE)	Location - Address, Bldg./Rm and rack	Normal Carrier/LEC Demark, Carrier	
		Facility Type - FOCu	
NGCS Ckts - <u>Extended</u> Demark	Location - Address, Bldg./Rm and rack	FO (SM/MM specs, local bundle/pairs), any distance limitations?	
NGCS Edge Routers Install Location (new)	Location - Address, Bldg./Rm and rack	Rack space/ floor vs. wall mount cabinet, power/UPS/grounding	
NGCS Gateways Install Location (new)	Location - Address, Bldg./Rm and rack (same?)	Rack space, power/UPS/grounding; SW programming/testing	
NGCS TS-4 Units Install Location (new)	Location - Address, Bldg./Rm and rack (same?)	Rack space, power/UPS/grounding; SW programming/testing	
Components	Connectivity Type	Notes	
Connectivity NGCS to ECH - Gateways	Analog 9-1-1 Trunks - qty	Distance new/existing racks; MSI new, ECH vendor existing space (chassis, modules or FXS/FXO ports?)	Resp Party
Connectivity NGCS to ECH - TS-4 Units	Serial links - qty TS-4 Type (Digi, Perle)	MSI new, ECH vendor existing (ports?)	Resp Party
Components	ECH	Notes (ECH Svc Provider)	

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ECH Gateways Changes (existing)	Location - Address, Bldg./Rm and rack	SW programming/testing	Resp Party
ECH TS-4 Units Changes (existing)	Location - Address, Bldg./Rm and rack	SW programming/testing	Resp Party
ECH Call Flow	Plan SW reprogramming, Schedule for turn up of new 9-1-1 Trunks	All Responsible Parties?	Attendees
ECH V911 Positions	Location - Address, Bldg./Rm of call answering positions	ECH Type/SW Version Position Count(s) - IWS/CP Trunks/Lines Queues Call Volumes	
ECH Adjuncts	Location(s)	MIS/Analytics Type DLR Type/Integration	

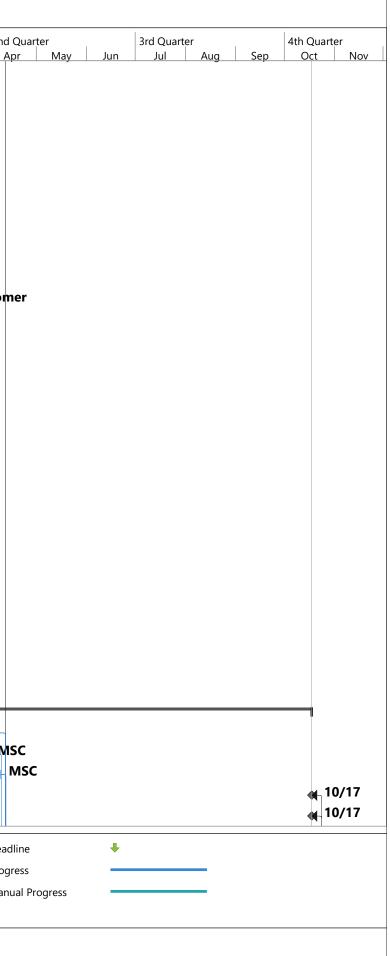
APPENDIX 4: PRELIMINARY PROJECT SCHEDULE

D	Task Name	Duration	Start	Finish	3rd Quart		4th Quarter		1st Quarter	2nd
1	Typical NGCS Project "Template"	323 davs	Mon 6/26/23	Thu 10/17/24	un Jul	Aug Se	p Oct	Nov Dec	Jan Feb	Mar Ap
2	Award	6 days	Mon 6/26/23	Mon 7/10/23						
3	Contract Date {Contract Signing S2S}	0 days	Mon 6/26/23	Mon 6/26/23						
4	Pre to Post Handoff {S2S}	0 days	Mon 6/26/23	Mon 6/26/23	6/26					
5	Kick Off Meeting {S2S}	1 day	Mon 6/26/23	Mon 6/26/23	MSC					
6	Design Review {S2S]	3 days	Thu 6/29/23	Mon 7/10/23	Sha	red				
7	Detailed Project Plan	0 days	Mon 7/10/23	Mon 7/10/23	7/1	0				
8	Letter of Agency	0 days	Mon 6/26/23	Mon 6/26/23	6/26					
9	Notice to Proceed	0 days	Mon 7/10/23	Mon 7/10/23	7/1	0				
10	Procurement	-	Tue 6/27/23	Tue 1/16/24	I				1	
11	Hardware Procurement	-	Tue 6/27/23	Mon 9/25/23			MSC			
12	Ingress Network Order/Build		Tue 7/11/23	Mon 8/21/23		MSC				
13	Egress Network Order/Build	-	Tue 7/11/23	Tue 1/16/24					MSC	
14	Procurement Phase Complete {Shipment S2S	,	Tue 1/16/24	Tue 1/16/24					1/16	
15	Ingress Network Build			Mon 10/2/23						
16	OSP Outreach	-	Tue 7/11/23	Mon 7/31/23		MSC				
17	Split Exchange Analysis	5 days	Tue 8/1/23	Mon 8/7/23		MSC				
18	Network Data Collection	30 days	Tue 7/11/23	Mon 8/21/23	+	MSC				
19	Network Build / POI	20 days	Tue 8/22/23	Mon 9/18/23			MSC			
20	Ingress Test & Turn Up	10 days	Tue 9/19/23	Mon 10/2/23			MSC			
21	Ingress Build Complete	0 days	Mon 10/2/23	Mon 10/2/23			↓ 10/2			
22	ESInet Turn-Up	68 days	Tue 9/26/23	Fri 1/19/24					i	
23	Receive & Configure Edge Router(s)	5 days	Tue 9/26/23	Mon 10/2/23			MSC			
24	PSAP 1	3 days	Wed 1/17/24	Fri 1/19/24					MSC	
25	PSAP 2	3 days	Wed 1/17/24	Fri 1/19/24					MSC	
26	ESInet Build Complete	0 days	Fri 1/19/24	Fri 1/19/24					T 1/19	
27	Location Services	171 days	Tue 7/11/23	Wed 3/27/24	- I					—
28	Data Collection	60 days	Tue 7/11/23	Mon 10/2/23			MSC			
29	Collaborative Review	30 days	Tue 10/3/23	Mon 11/13/23				MSC		
30	Training	5 days	Tue 11/14/23	Mon 11/27/23				MSC		
31	ALI Migration Planning	5 days	Tue 11/28/23	Mon 12/4/23				👗 MSC		
32	ALI, Format and Interface Testing	3 days	Tue 12/5/23	Thu 12/7/23				MS	C	
33	ALI Dual-Maintenance Start	0 days	Wed 3/27/24	Wed 3/27/24						3/2 [™]
34	MSCI Router Integration	167 days	Mon 6/26/23	Wed 3/13/24						-
35	Call Flow Design	40 days	Tue 9/19/23	Mon 11/13/23				-1		
36	Call Flow Design Analysis	20 days	Tue 9/19/23	Mon 10/16/23			Sha	red		
37	PSAP 1 Call Flow Design	10 days	Tue 10/17/23	Mon 10/30/23				Shared		
	Task		Project Summary		Manual Task			Start-only	C	Deadl
Proio	at NGCC Taxaalata MDD I a calla			. U				-	-	Progre
	Wod 5/2/22		Inactive Milestone		Duration-only Finish-only External Tasks					
						•	ſ	External Tasks		Manu
	Summary		Inactive Summary	U U	Manual Summ	iary F		External Mileston	ne 🔷	

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nd Quarter Apr May	Jun	3rd Quarter Jul	Aug	Sep	4th Qua Oct	rter Nov
/27						
adline	+					
ogress			_			
anual Progress			_			

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					NGCS Project Templat	e		
ID	Task Name	Duration	Start	Finish	3rd Quarter un Jul Aug Sep	4th Quarter Oct Nov Dec	1st Quarter Jan Feb Ma	ar Ap
38	PSAP 2 Call Flow Design	10 days	Tue 10/31/23	Mon 11/13/23		Shared		
39	Call Flow Design Complete	0 days	Mon 11/13/23	Mon 11/13/23		<mark>↓</mark> 11/13		
40	Edge Router Install & Configure	3 days	Mon 1/22/24	Wed 1/24/24			en 🛛	
41	PSAP 1	3 days	Mon 1/22/24	Wed 1/24/24			T MSC	
42	PSAP 2	3 days	Mon 1/22/24	Wed 1/24/24			T MSC	
43	Core Install & Test Complete {Installation	<mark>n S</mark> O days	Wed 1/24/24	Wed 1/24/24			1/24	
44	Customer Testing & Validation	35 days	Thu 1/25/24	Wed 3/13/24				
45	Core Network Test & Validate	10 days	Thu 1/25/24	Wed 2/7/24			Shared	
46	ALI Database Test & Validate	5 days	Thu 2/8/24	Wed 2/14/24			Shared	I I
47	Call Flow Design Test & Validate	10 days	Thu 2/15/24	Wed 2/28/24			Sha	ared
48	Functional Test & Validation	5 days	Thu 2/29/24	Wed 3/6/24			SI SI	hared
49	CHE Validation / Failover Testing	5 days	Thu 3/7/24	Wed 3/13/24				Custom
50	Core Install & Test Completion	0 days	Wed 3/13/24	Wed 3/13/24				3/13
51	NextGen Router Production Ready	0 days	Wed 3/13/24	Wed 3/13/24				3/13
52	Migration Planning	68 days	Mon 6/26/23	Wed 10/4/23	r	-		
53	Legacy Router Transition Planning	20 days	Tue 7/11/23	Mon 8/7/23				
54	LSR Transition Agreement	1 day	Tue 8/8/23	Tue 8/8/23	₹ 8/8			
55	Call Handling Prep by Customer	60 days	Mon 6/26/23	Fri 9/22/23	▼	Customer		
56	Call Handling Release Validation	5 days	Mon 9/25/23	Fri 9/29/23		MSC		
57	CHE Functional Testing	3 days	Mon 10/2/23	Wed 10/4/23		Customer		
58	Customer Call Handling Ready	0 days	Wed 10/4/23	Wed 10/4/23		avi 10/4		
59	Policy Loading & Call Flow	10 days	Thu 1/25/24	Wed 2/7/24			k ++∎	
60	PSAP 1	10 days	Thu 1/25/24	Wed 2/7/24			MSC	
61	PSAP 2	10 days	Thu 1/25/24	Wed 2/7/24			MSC	
62	Phase Complete	0 days	Wed 2/7/24	Wed 2/7/24			2/7	
63	Monitor & Support	10 days	Thu 1/11/24	Thu 1/25/24				
64	Monitoring Activation	1 day	Wed 1/24/24	Thu 1/25/24			MSC	
65	Design Documentation	10 days	Thu 1/11/24	Thu 1/25/24			MSC	
66	Readiness Review	0 days	Thu 1/25/24	Thu 1/25/24			1/25	
67	NSOC Activation Milestone {Handover to	0 days	Thu 1/25/24	Thu 1/25/24			1/25	
	Support S2S}							
68	MSCI Router ALI Migration		Thu 3/14/24	Thu 10/17/24			r	
69	Validation Period	10 days	Thu 3/14/24	Wed 3/27/24				
70	PSAP 1	3 days	Thu 3/28/24	Mon 4/1/24				MS
71	PSAP 2	3 days	Thu 4/4/24	Mon 4/8/24				
72	End Dual Maintenance	0 days	Thu 10/17/24	Thu 10/17/24				
73	ALI Migration Complete	0 days	Thu 10/17/24	Thu 10/17/24				
	Task		Project Summary		Manual Task	Start-only	C	Deadli
			Inactive Task		Duration-only	Finish-only	J	Progre
Date:	Wed 5/3/23 Milestone		Inactive Milestone	\diamond	Manual Summary Rollup	External Tasks		Manu
	Summary		Inactive Summary		Manual Summary	External Milestone	•	



		NGCS Project Template													
ID	Task Name	Duration	Start	Finish	Jun	3rd Quar Jul	ter Aug	Sep	4th Quarte Oct	r Nov	Dec	1st Quarte Jan	er Feb	Mar	2nd
74	MSCI Router Voice Cutover/Production	156 days	Thu 3/14/24	Thu 10/17/24	Jun	Jui	Aug	Jep	001	1100	Dec	<u> </u>	TED		
75	Validation Period	10 days	Thu 3/14/24	Wed 3/27/24										*	Sha
76	PSAP 1	3 days	Tue 4/2/24	Thu 4/4/24											T
77	PSAP 2	3 days	Tue 4/9/24	Thu 4/11/24											ľ
78	Voice Migration Complete	135 days	Thu 4/11/24	Thu 10/17/24											
79	Go Live Milestone {Go Live S2S}	0 days	Thu 4/11/24	Thu 4/11/24											•
80	PSAP 1	0 days	Thu 4/11/24	Thu 4/11/24											-
81	PSAP 2	0 days	Thu 4/11/24	Thu 4/11/24											*
82	Legacy Router / OSP Migration	135 days	Fri 4/12/24	Thu 10/17/24											ŀ
83	Dual-Mode Router Period	135 days	Fri 4/12/24	Thu 10/17/24											Y
84	OSP Migration Period	120 days	Fri 4/12/24	Thu 9/26/24											1
85	OSP Migration Complete	0 days	Thu 10/17/24	Thu 10/17/24											
86	Punch List Resolution	60 days	Fri 4/12/24	Thu 7/4/24											
87	Project Finish {Final Acceptance S2S}	0 days	Thu 10/17/24	Thu 10/17/24											

	Task		Project Summary	1	Manual Task		Start-only	C	Deadline	+
Project: NGCS Template MPP Le	Split		Inactive Task		Duration-only		Finish-only	C	Progress	
Date: Wed 5/3/23	Milestone	♦	Inactive Milestone	\diamond	Manual Summary Rollup		External Tasks		Manual Progress	
	Summary	1	Inactive Summary	0	Manual Summary	1	External Milestone	\diamond		
Page 3										

