



COUNCIL COMMITTEE MEETINGS

City Hall Council Chambers, 298 West Washington Street
Tuesday, November 16, 2021 at 5:30 PM

AGENDA

TOURISM AND VISITORS BUREAU COMMITTEE

LeAnn Durfey, chair; Brandon Huckabee, Alan Nix, Brady Pendleton

- [1.](#) Review Hotel Occupancy Tax Request for Buckle & Bugs Festival

PUBLIC HEALTH AND SAFETY COMMITTEE

Brady Pendleton, chair; LeAnn Durfey, Justin Haschke, Daron Trussell

- [2.](#) Review System Purchase Agreement between the City of Stephenville and L3Harris Technologies, Inc.

FINANCE COMMITTEE

Justin Haschke, chair; Brandon Huckabee, Brady Pendleton, Ricky Thurman

- [3.](#) Review System Purchase Agreement/Pricing Summary between the City of Stephenville and L3Harris Technologies, Inc.
- [4.](#) Discuss Purchase of Demo Ambulance and Equipment

NOMINATIONS COMMITTEE

Gerald Cook, chair; LeAnn Durfey, Justin Haschke, Alan Nix

- [5.](#) Discuss Vacancies and Annual Appointments for Citizen Boards and Commissions

PARKS AND LEISURE SERVICES COMMITTEE

Daron Trussell, chair; Justin Haschke, Alan Nix, Ricky Thurman

- [6.](#) Discuss Proposed Park Ordinance
- [7.](#) Discuss Memorandum of Understanding with Texas State University for Ground Penetrating Radar Project at Mount Olive Cemetery

PUBLIC WORKS COMMITTEE

Alan Nix, chair; Gerald Cook, Brandon Huckabee, Brady Pendleton

- [8.](#) Review Professional Services Agreement with Pipeline Analysis, LLC for Analysis of Sanitary Sewer Basin One

Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.



CITY OF STEPHENVILLE
HOTEL OCCUPANCY TAX (H.O.T) APPLICATION
(HOTEL MOTEL FUNDS GRANT APPLICATION)

CITY OF STEPHENVILLE
GUIDELINES UNDER TEXAS LAW FOR
USE OF HOTEL OCCUPANCY TAX REVENUE

State Law: By law of the State of Texas, the City of Stephenville collects a Hotel Occupancy Tax (HOT) from hotels, motels, inns, and bed-and-breakfast establishments. Chapter 351 of the Tax Code states that HOT funds may be used only if both parts of the following two-part test are met. Part One (1) requires that usage of HOT Funds must directly enhance and promote tourism and the convention, and hotel industry, and Part Two (2) limits the use of HOT Funds to the following:

1. **Convention center facilities or visitor information centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of TVB center facilities or visitor information centers, or both;
2. **Registration of tourism and visitor's bureau delegates:** the furnishing of facilities, personnel, and materials for the registration of TVB delegates or registrants;
3. **Advertising, and conducting solicitations and promotional programs to attract tourists and visitor's delegates:** advertising and conducting solicitants and promotional programs to attract tourists and visitor's delegates or registrants to the municipality or its vicinity;
4. **Promotion of the arts:** the encouragement, promotion, improvement and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. **Historical restoration and preservation projects or activities:** historical restoration and preservation objects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor's delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of Tourism and Visitor's Bureau facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitor delegates;
6. **Sporting event expenses related to sporting events which substantially increase economic activity at hotels:** for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting

event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity.

7. **Signage**: Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.
8. **Transportation systems for tourists**: Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

City of Stephenville Process: The City of Stephenville accepts applications from groups who request HOT Funds for events/activities/facilities, which fit into one or more of the above listed categories. All decisions of the City Council are final.

City of Stephenville Policy:

1. The purpose of HOT funding is to assist and support qualified events/activities/facilities, not to be the major patron or the majority funds provider (50% or more) for the event/activity/facility budget.
2. Priority will be given to those events and entities based upon documented ability to directly promote tourism and the hotel and convention industry in Stephenville by “demonstrating a proven record of increased hotel or tourism and visitor’s activity.” Such activity may result from hotel or tourism and visitor’s guests that are already in town and choose to attend the funded event or facility, or it may result from individuals coming from another city or county to stay in an area lodging to attend the funded event or facility. Applicants should document the potential to generate increased hotel or tourism and visitor’s activity by:
 - a. Providing historical information on the number of rooms nights used during previous years of the same event/activity/facility;
 - b. Providing current information on the size of room blocks reserved at area hotels to accommodate anticipated overnight guests attending the funded event/activity/facility.
 - c. Providing historical information on the number of guests at hotels or other lodging facilities that attended the funded event/activity/facility; and/or
 - d. Providing examples of marketing or programs and activities likely to generate or encourage overnight visitors to local lodging properties.

3. All applicants are encouraged to utilize local businesses for food, supplies, materials, printing, and the like. A minimum of 8% of the HOT Funds shall be spent with local businesses.
4. A portion of the revenues from any event/activity/facility receiving HOT Funds should be channeled back into the future costs of operating that same event/activity/facility or the continued operation of such.
5. It is critical that the Application/Request for funding be filled out completely and accurately. Under the application section "Fund Usage," it is responsibility of the applicant to specifically explain how the funds will be used only in eligible ways.
6. If applying under the Advertising category, please note the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards.
7. As a general rule, all funding requests should be for fifty percent (50%) or less of Applicant's total projected revenue from the event/activity/facility.
8. Applicants are on notice that while the City of Stephenville makes decisions based on estimated budgets and projections, documentation of how granted funds were spent must be actual costs supported by proofs of payment. Any monies not used or not used lawfully, must be returned or repaid to the City within sixty (60) days of the event, along with the completed Post-Funding Analysis.
9. The final accounting of funds must mirror the items outlined in the Applicant's original application, in its fund expenditure outline, and in its request letter.
10. City of Stephenville guidelines were duly adopted by City Council on 12th day of Nov., 2021

FUNDING CONSIDERATION CHECKLIST**Name of****Event/Activity/Facility:** Stephenville's Buckles & Bugs Fest

Does your event/activity/facility pass Part One (1) of the statutory test, defined specifically as directly enhancing and promoting tourism and the convention, and hotel industry in Stephenville? YES NO

Does your event/activity/facility pass Part Two (2) of the statutory test, defined specifically as fitting into one of more of the following categories:

- Convention center facilities or visitor information centers
- Facilities, personnel and materials for registration of the Tourism and Visitor's Bureau delegates
- Advertising, and conducting solicitations and promotional programs to attract tourist and visitor's
- Promotion of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tape and sound recording
- Historical restoration and preservation projects or activities, or advertising and conducting solicitations and promotional programs to encourage tourists to visit preserved historic sites or museums in the area
- Signage directing tourist to sights and attractions that are visited frequently by hotel guests in the municipality
- Funding the costs for transporting tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city **A- Funding will be allocated to transport from local hotels to festival.**
- Sporting event expenses, including promotion expenses, related to sporting events at which the majority of participants are tourists who substantially increase economic activity at hotels in the area **NA**
- Is your application filled out thoroughly and completely, and are all required pages attached?
- Is your request for funding in accordance with the maximum funding guidelines?
- If applicable, have you submitted the Post-Funding Analysis and proofs of payment for last year's event/activity/facility? **1st year**
- If applicable, have you returned or repaid the City for any previous funds not used or not used lawfully? **NA**
- Have you documented how you will accurately track out-of-town guests, showing that your event will attract tourists that will directly support the Tourism and Visitor's Bureau and the Hotel industry in the area? **online ticket manifest**
- Is your request for fifty percent (50%) or less of your total projected revenue from the event/activity/facility? **yes**
- If you are applying under the Advertising category, is your request for one hundred percent (100%) or less of your total projected advertising expenditures? **?**
- If you are applying under the Advertising category, have you met the local requirement that advertising must be accomplished in advance of the event/activity/facility, and must utilize legitimate media for promotion outside of the area, i.e. direct mail, newspapers, magazines, radio, television, billboards? **yes**
- Will all advertising indicate that the City of Stephenville is a direct sponsor of the event? **YES**

APPLICATION

Organization Information

Date: 11/11/2021

Charlie Diggs Entertainment & Promotions LLC.
Name of Organization

11766 FM 2445
Address:

Navasota Tx 77868
City, State, Zip:

Charlie Diggs
Contact Name:

832-287-2140
Contact Phone Number:

CharlieDiggs.com , one will also be created for event
Website Address for Event/Activity/Facility:

Is your organization: Non-Profit Private for Profit

Tax ID#: _____

Organization's Creation Date: 2009

Purpose for your organization:
Throw Large Capacity Music Festivals

Event/Activity/Facility Information

Stephenville's Buckles & Bugs Fest
Name of Event/Activity/Facility:

3/19/21
Date of Even/Activity:

Bird Song Amplitheatre
Primary Location of Event/Activity/Facility:

\$25,000.00
Amount of HOT Funding Requested:

Fund Usage: How will the funds be used?

Promote event, promote the city, promote hotels & attractions and encourage out of towners to visit

Primary purpose if funded Event/Activity/Facility:
Event

Check that statutory categories apply to funding request and amount requested under each category:

Convention center facilities or visitor information centers: the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both; _____

Registration of Tourism and Visitor’s Bureau delegates: the furnishing of facilities, personnel, and materials for the registration of tourism and visitor’s bureau delegates or registrants;

Advertising, and conducting solicitations and promotional programs to attract tourists and visitor delegates: advertising and conducting solicitations and promotional programs to attract tourists and visitor’s delegates or registrants to the municipality or its vicinity;

Promotion of the arts: the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape, and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;

Historical restoration and preservation projects or activities: historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and visitor’s delegates to visit preserved historic sites or museums: (a) at or in the immediate vicinity of the Tourism and Visitor’s Bureau center facilities or visitor information centers; or (b) located elsewhere in the municipality or its vicinity that would be frequented by tourists and visitors delegates;

Sporting event expenses related to sporting event which substantially increase economic activity at hotels: for a municipality located in a county with a population of 290,000 or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity. _____

Signage: Signage directing tourists from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

Transportation system for tourists: Funding the costs for transporting tourist from hotels in and near the city to: the commercial center of the city, a convention center in the city, other hotels in or near the city, and tourist attractions in or near the city.

(Answer the following three (3) questions only if sporting event-related)

If sporting even-related: How many individuals are expected to participate?

If sporting event-related: How many of the participants are expected to be from another city or county?

If sporting event-related: Quantify how the funded event/activity/facilities will substantially increase economic activity at hotel and motels within the City or its vicinity?

Questions for all Funding Requests

How many years have you held this event/activity?

0

Expected attendance:

7000

How many people attending the event/activity/facility will use Stephenville hotels, motels, inn s or bed-and-breakfast establishments?

40%-70%

How many nights will they stay?

2

Do you reserve a room block for this event/activity/facility at an area hotel and if so, for how many rooms and at which hotels?

TBD

Please list other years (over the last three years) that you have hosted your event/activity/facility, and list the amount of assistance given from HOT funding and the number of hotel rooms used:

Motel/Year Held	Assistance Amount	Number of Hotel Rooms Used

How will you measure the impact of your event/activity/facility on area hotel activity?

difference of percentage of rooms booked

Please list all other organizations, government entities and grants that have offered financial support to your event/activity/facility, and respective amounts:

1st year event

Please check all promotion efforts your organization is coordinating, and list the financial amounts committed to each media outlet:

- Paid Advertising Newspaper Radio TV Social Media Press Releases
- Direct mailing to out-of-town recipients Other


What specific geographic areas do your advertising materials and promotions reach?

Stephenville and surrounding 100 miles, plus all major Texas Cities

What number of individuals located in another city or county will your proposed marketing reach?

400k /700k

The above application for HOT funds received for the City of Stephenville, and the explanation of how such funds will be utilized, is true and accurate.



Authorized Signature

11/11/21

Date Signed

This Pre-Fund Analysis must be completely and accurately filled out and returned to the City of Stephenville, Attn: Tourism Coordinator, 298 W. Washington St. Stephenville, Texas 76401, no later than **sixty (60) days** before the event/activity/facility. If the total amount of the HOT funds were not used or were not lawfully used, then those funds must be returned or repaid to the City of Stephenville with the Post-Funding Analysis. Questions may be directed to the Tourism Coordinator at (254) 918-1212 or email tourism@stephenvilletx.gov.

SYSTEM PURCHASE AGREEMENT

BETWEEN

**THE CITY OF STEPHENVILLE, TEXAS
(Buyer)**

and

**L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT
(Seller)**

DATE: _____, 2021

SYSTEM PURCHASE AGREEMENT**TABLE OF CONTENTS**

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- A. STATEMENT OF WORK
- B. SOFTWARE LICENSE AGREEMENT

SYSTEM PURCHASE AGREEMENT

THIS SYSTEM PURCHASE AGREEMENT (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 2021 (“Effective Date”), by and between The City of Stephenville, Texas (hereinafter referred to as “Buyer”) and L3Harris Technologies, Inc., a Delaware corporation, acting through its Communication Systems Segment (hereinafter referred to as “Seller”) together the (“Parties”).

WITNESSETH:

WHEREAS Seller, whose address is 221 Jefferson Ridge Parkway, Lynchburg, VA 24501, delivered a proposal (collectively, the “Seller's Proposal”) to provide the radio communication System and services.

WHEREAS Buyer has selected Seller's Proposal and now desires to contract with Seller to provide Buyer with the radio communications System and services set forth in the Statement of Work attached to this Agreement as an exhibit.

WHEREAS Buyer and Seller desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Buyer and Seller as follows:

SECTION 1. DEFINITIONS:

As used herein, the terms set forth below shall have meanings set forth below.

- A. “Acceptance” shall mean Acceptance of the System as set forth in the Testing and Acceptance section of this Agreement.
- B. “Acceptance Date” shall mean the date the System is accepted or deemed accepted as set forth in the Testing and Acceptance section of this Agreement.
- C. “Acceptance Tests” shall mean the testing procedures attached to the Statement of Work and mutually agreed upon by Buyer and Seller to be performed to determine whether the System has met the Acceptance criteria either set forth in the Statement of Work attached to this Agreement as an exhibit or as mutually agreed upon in writing by Buyer and Seller.
- D. “Certificate of Insurance” shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller.
- E. “Change Order” shall mean a written modification to the Total Agreement Price, Project Schedule or other Agreement terms which is signed by both Parties.
- F. “Detailed Design Documents” shall mean those documents deliverable by Seller to Buyer at the conclusion of the Detailed Design Review described in the subsection Detailed Design Review under the Project Management Planning section of this agreement.
- G. “Detailed Design Review” or “DDR” shall have the meaning given in the subsection Detailed Design Review under the Project Management Planning section of this agreement.

- H.** “Documentation Deliverables” shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit and this Agreement.
- I.** “Effective Date of the Agreement” shall be the date on which the Agreement is signed by the last of the parties to sign the Agreement. The “Effective Date” shall be the date inserted on the first page of the Agreement.
- J.** “Expiration Date” shall mean the date on which the Term of this Agreement shall end which shall be the end of the Warranty Period (as defined in the Warranty Section) except that some other sections of this Agreement may have a later end date for that section of the Agreement as specifically provided in those sections of this Agreement.
- K.** “Hardware” shall mean, collectively, the Terminal Hardware and Infrastructure Hardware, as defined below.
- L.** “Infrastructure Hardware” shall mean the equipment, goods, and materials to be supplied by Seller for the System infrastructure, as further described in the Statement of Work attached to this Agreement as an exhibit.
- M.** “Project Kick-Off Meeting” shall have the meeting given in the Project Management and Planning section of this Agreement.
- N.** “Project Manager” shall mean each respective Party’s duly authorized representative designated to manage each Party’s obligations.
- O.** “Project Schedule” shall mean the schedule attached to the Statement of Work or otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work attached to this Agreement as an exhibit.
- P.** “Project Sites” shall mean those sites where any construction work is performed or any Infrastructure Hardware is installed under the terms of this Agreement. The term “Project Sites” will include all of the Tower Sites (as defined below).
- Q.** “Responsibility Matrix” shall mean the table included in the Statement of Work attached to this Agreement as an exhibit, which depicts the roles and responsibilities of Seller and Buyer set forth this Agreement.
- R.** “Services” or “Work” shall mean the services and work to be provided by Seller to Buyer included in the Statement of Work attached to this Agreement as an exhibit.
- S.** “Software” shall mean the proprietary computer software of Seller as owned exclusively by Seller or Seller’s suppliers, as appropriate, and as further defined in and licensed to Buyer pursuant to the terms of the Software License Agreement.
- T.** “Software License Agreement” shall mean the System Software License Agreement set forth in an exhibit attached to this Agreement.

- U. “Statement of Work” shall mean the description of the work to be performed by Seller to deliver the Hardware, install the System and provide the Services, all as described in an exhibit attached to this Agreement.
- V. “System” shall mean the radio communications System comprised of the Hardware and Software to be furnished by Seller to Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit.
- W. “Terminal Hardware” shall mean mobile units, portable units, control stations and related accessories to be provided by Seller as listed in the Statement of Work attached to this Agreement as an exhibit.
- X. “Total Agreement Price” shall mean the price of the Hardware, the Software license and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit and this Agreement.
- Y. “Tower Sites” shall mean those sites where Infrastructure Hardware will be installed on existing or new towers as included in the Contractor’s Statement of Work and to be finalized in the Detailed Design Documents or subsequent Change Orders.

SECTION 2. SCOPE OF WORK:

- A. Seller shall furnish, deliver and install the Hardware and Software for the System and provide the Documentation Deliverables and Services in accordance with the terms of the Statement of Work, attached to this Agreement as an exhibit, the Project Schedule and this Agreement.
- B. The Detailed Design Documents, as described in the Project Management and Planning section of this Agreement and as amended from time to time in writing by the Parties, shall be incorporated into this Agreement after the Detailed Design Documents are approved by the Buyer and thereafter shall supersede any contrary provisions in the Statement of Work attached to this Agreement as an exhibit.
- C. Seller shall commence, carry on and complete its obligations under this Agreement with all deliberate speed in accordance with the dates set forth in the Project Schedule and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, Seller agrees to cooperate with the various departments, agencies, employees and officers of Buyer.
- D. Seller agrees to secure at Seller's own expense all personnel necessary to carry out Seller's obligations under this Agreement. Such personnel shall not be deemed to be employees of Buyer nor shall they or any of them have or be deemed to have any direct contractual relationship with Buyer. Seller expressly understands and agrees that the Seller is and shall in all respects be considered an independent contractor.

SECTION 3. PROJECT MANAGEMENT AND PLANNING:

- A. **Project Managers.** Seller shall designate a Project Manager who will lead the Seller’ team for the System installation project and other Services and Work described in this Agreement (the “Project”) and will serve as the Buyer’s primary point-of-contact for Seller’s project team and the official liaison between Seller’s project team and Buyer. Buyer shall designate a Project Manager to function as the single point-of-contact and official liaison between Seller’s Project Manager and the Buyer.

- B. Project Completion Dates.** The Project completion dates are described in the schedule included in the Statement of Work, entitled “Project Schedule.” The Project Schedule may only be modified by mutual written approval of the Parties or as otherwise provided in this Agreement.
- C. Project Kick-off Meeting.** Promptly after the Effective Date of the Agreement, the Seller’s Project Manager shall schedule a Project Kick-Off Meeting, the timing and location of which will be mutually agreed upon by Seller and Buyer. The objectives of this meeting include introduction of all project participants, review of the roles of the project participants, review of the overall project scope and objectives, review of the resource and scheduling requirements and review of current site status.
- D. Site Visits.** All existing towers, shelters and associated equipment provided by or mandated by Buyer shall be satisfactory in all manners to accommodate the System proposed by the Seller. Following the Effective Date of the Agreement, the Buyer shall provide Seller with access to all Project Sites upon reasonable notice to allow Seller to thoroughly examine each Site and to perform the Detailed Design Review, to prepare a schedule of preparatory work required for each site and a timeline for completion of the preparatory work at each site.
- E. Construction Management Services, Site Preparatory Work.** Seller shall perform the civil construction services set forth in the Statement of Work and the Responsibility Matrix including, but not limited to, the site improvement civil construction to be performed at the identified sites. Buyer shall identify and disclose to Seller any and all problems or conditions at all Project Sites of which Buyer is aware that may affect the Work to be performed by Seller under this Agreement.
- F. Detailed Design Review.** The Detailed Design Review (“DDR”) phase will commence after the Effective Date of the Agreement, and conclude at a mutually acceptable time to maintain adherence to the Project Schedule. During the DDR, Seller’s Project Manager will meet with Buyer’s project team on one or multiple occasions to review the System design, technical data, and site specific information to confirm and to refine the System and Tower Sites. At the conclusion of the DDR, Seller will provide Buyer with the following documents (the “Detailed Design Documents”) for review and approval by Buyer:
- Final Siting Plans
 - Project Schedule
 - Engineered Site plans (sufficient for the Buyer to obtain required zoning approvals) and construction drawings for each site.
 - Shelter Floor Plan Drawings
 - Rack Elevation Drawings
 - System Block and Level Diagrams
 - Power and HVAC Loads
 - Antenna Network Diagrams
 - Site Frequency Plans (including spectrum analysis and intermodulation studies of existing and proposed frequencies at each site).
 - TX Combiner Plan by Site
 - Network Backhaul Plans
 - Any other documents as mutually agreed upon by the parties

Buyer shall have fourteen (14) days to conduct its review of the above documents. Approval of Detailed Design Documents by the Buyer shall not be unreasonably withheld, conditioned or delayed.

- G. Project Schedule.** The Project Schedule for the Work is included in the Statement of Work, as an attachment entitled “Project Schedule.” Updates to the start dates and durations will be made as the information evolves and will be mutually agreed upon by both parties or updated as otherwise provided herein.
- H. System Implementation Communications.** Seller and Buyer shall jointly establish a plan that defines regular meetings, reporting structure, and other communications activities, including working sessions that may be needed throughout the term of this Agreement to plan sub-tasks, including at a minimum: (a) one or more DDR meetings to communicate the final engineering design; (b) formal monthly reports to Buyer’s Project Manager concerning work in progress and accomplishments; (c) periodic status meetings at which the parties’ Project Managers and other project participants will provide updates; (d) conference calls with Seller’s and Buyer’s project teams to discuss tasks, assign responsibility, and establish schedules; and (e) workshops or working sessions that may be needed throughout the Project to plan subtasks.
- I. Buyer Approvals.** Buyer will review and respond with reasonable promptness to all submittals or other items requiring its approval under this Agreement. For all such submittals or other items Buyer will provide the Seller with either; (i) written notification of Buyer's approval, or (ii) a written notification of conditional approval subject to Seller providing prompt correction of any noted deficiency, or (iii) in the case of a submittal that does not meet the requirements of the Agreement, a written notification of Buyer's disapproval. Buyer's disapproval notification will be provided with reasonable detail to sufficiently advise Seller of the basis on which the submittal was determined to be unacceptable. Buyer agrees that, except as otherwise provided, failure to provide approval, conditional approval or non-approval of a submittal for which its approval is required within fifteen (15) days of receipt of the submittal from the Seller shall constitute approval of the submittal. The parties agree that this section, Project Management and Planning, does not relate to the Testing and Acceptance procedures in the Testing and Acceptance section of this Agreement.

SECTION 4. OBLIGATIONS FOR SYSTEM IMPLEMENTATION:

The following subsections apply to the Work to be performed under the Agreement.

- A. Project Management and Implementation Plan.** Buyer and Seller each agree to perform their respective tasks and obligations pertaining to permits and licenses, Project Site surveys, general Project Site-related responsibilities, general Hardware-related responsibilities, and Project Site-specific responsibilities as set forth in the Statement of Work. The Buyer's obligations set forth in the Statement of Work shall be performed by Buyer in a timely and proper fashion in accordance with the Project Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under the Agreement.
- B. Access.** Buyer shall provide access, at no cost to Seller, to all owned, leased, or licensed Project Sites at reasonable times, and with an escort (if required) at no charge, upon reasonable prior notification from Seller. Buyer shall ensure sufficient room, within reason, for construction vehicles used by Seller. Buyer shall issue temporary identification cards to Seller’s personnel and its authorized subcontractors, if required, for access to any of the Project Sites.

- C. **Changes in Sites.** Any sites where Seller will operate and perform System installation under the terms of this Contract must be approved by Buyer, which approval shall not be unreasonably withheld, delayed or conditioned. Should Buyer direct an addition to, removal from, or modification of the list of sites as detailed in this Agreement that affects Seller's cost or schedule or System performance, including, but not limited to coverage, the parties agree that such change shall entitle Seller to a Change Order and each Party shall attempt, in good faith to fully negotiate and execute such Change Order prior to commencement of the Work at the changed site.
- D. **Preparatory Work on Sites.** Notwithstanding anything to the contrary contained in this Agreement, the parties agree that some Project Sites may require tower replacement or modifications, as well as related permitting and licensing for Work and/or obtaining physical real estate space. As stated in the Responsibility Matrix, Buyer shall be responsible for securing all necessary site zoning, site access, or other permits (including but not limited to easements, impact studies, planning commission approval, variances, etc.) necessary for the Work, whether required by federal, state, or local authorities, with Seller assisting by providing information and any required civil engineering drawings. Buyer shall also have the responsibility to secure by lease, purchase, easement or otherwise all rights and access to selected sites or additional real estate as may be required. Buyer also shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas. The Parties agree to mitigate the need for tower replacement or modification to the extent practical. If any unanticipated tower replacements or modifications become necessary, Seller is entitled to an extension of time for any impacted activities and/or an equitable adjustment to the Contract Price to maintain the Project Schedule.
- E. **Frequency Federal Communications Commission (FCC) Licensing.** The Buyer will be responsible for obtaining all FCC frequency licenses for the System, with Seller providing technical assistance and information as set forth in the Statement of Work. Seller has no responsibility or obligation to secure licensed frequencies. In the event Buyer fails to obtain FCC licenses, and such failure has a material impact on the cost of Work performed by Seller under the Agreement and/or the Project Schedule, the parties agree that Seller shall be entitled to an equitable adjustment to the Project Schedule, the Total Agreement Price, or both and that a Change Order shall be agreed to by the parties.
- F. **Federal Aviation Administration (FAA) Approvals.** Buyer will be responsible for obtaining all FAA approvals for newly-constructed or modified towers.
- G. **Contractor Licenses.** Seller will be responsible for obtaining all contractor licenses required for the performance of its duties and obligations.

SECTION 5. DELIVERY, TITLE AND RISK OF LOSS:

- A. **Infrastructure Hardware.** Seller shall ship the Infrastructure Hardware to Buyer at Seller's expense on or before the dates set forth in the Project Schedule. Partial deliveries shall be permitted. Upon delivery to the Buyer's designated location, title to each portion of the Hardware and all risk of loss or damage shall pass to Buyer. Infrastructure Hardware may be shipped directly to Buyer or to a mutually agreed upon staging or storage location. Buyer shall keep the Hardware fully insured for the total amount of all monies then due, or yet to become due, to Seller with respect to this Agreement.
- B. **Terminal Hardware.** Seller shall ship the Terminal Hardware to Buyer at Seller's expense on or before the dates set forth in the Project Schedule. Partial deliveries shall be permitted. Upon delivery

to the Buyer's designated location, title to each portion of the Hardware and all risk of loss or damage shall pass to Buyer.

- C. If Buyer fails to take delivery of any of the Hardware, Seller may place such Hardware in storage at the place of manufacture or elsewhere. In such event: (1) Seller shall notify Buyer of the placement of any Hardware in storage; (2) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer; (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefore; and (4) promptly upon submission of Seller's invoices therefore Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

SECTION 6. PRICE:

The Total Agreement Price to be paid by Buyer to Seller is [REDACTED] United States Dollars (\$ [REDACTED]). The individual prices for the units of Hardware, the Software license and the Services to be performed are as set forth in the Price Schedule as an attachment to the Statement of Work.

SECTION 7. TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Hardware or Services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 8. CHANGES AND ADDITIONS:

- A. **Hardware Changes.** In the event of any change in the Hardware as a result of the imposition after the Effective Date of this Agreement of any requirements by any federal, state, or local government, Seller shall be entitled to an equitable adjustment, by Change Order, in the Total Agreement Price, the Project Schedule, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.
- B. **Buyer Requested Changes.** Buyer may request changes in or additions to the Work or in the time or place of performance of the Work under this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Agreement, Seller shall be entitled to an equitable adjustment, by Change Order, in the Total Agreement Price, the Project Schedule, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.
- C. **Buyer Delays In Performance.** To the extent that Buyer fails to timely perform its obligations under the Responsibility Matrix or otherwise under this Agreement, and such failure has a material impact on the cost of Work performed by Seller under the Agreement and/or the Project Schedule, the Parties agree that Seller shall be entitled to an equitable adjustment to the Project Schedule, the Total Agreement Price, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.

- D. Concealed Conditions.** If, following Buyer's Acceptance of the Detailed Design Documents, Seller encounters a concealed condition, of which it had no reason to be aware, at one or more Project Sites, then the Parties agree to work together to determine the best course of action and agree to negotiate in good faith a Change Order and an equitable adjustment to the Project Schedule and/or Total Agreement Price. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.
- E. Product Discontinuance.** Subject to its obligation to fulfill its obligations set forth in the Agreement, Seller reserves the right to change or to discontinue any product covered by the Agreement provided that Seller agrees to make available to the Buyer a functionally equivalent replacement product equal to or better than the product discontinued.
- F. Frequency Support and Frequency Changes.** Seller shall reasonably support Buyer in submitting the Buyer's frequency licensing applications to the regional authorities and the FCC for this project. In the event that, after all commercially reasonable efforts and due diligence have been expended, the Buyer cannot obtain all of the necessary United States and Canada government approvals for the frequency plan as described in this Statement of Work and this Agreement, it shall be treated as an excusable delay event pursuant to the Excusable Delays section of this agreement for which an extension to the Project Schedule shall be granted, and Seller will diligently and expeditiously prepare and provide to Buyer a System re-design for its review and approval including all price and Project Schedule changes. Notwithstanding anything to the contrary contained in the Agreement, the Parties agree if a System re-design has a material impact on the cost of Work performed by Seller under the Agreement and/or the schedule, the Parties agree that that Seller may be entitled to an equitable adjustment to the Total Agreement Price and/or the Project Schedule for Seller's services on any such System re-design. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto. In the event that Buyer and Seller cannot mutually agree on the System re-design, either party may then terminate the Agreement on thirty (30) days written notice to the other Party.

SECTION 9. PAYMENTS:

- A.** The Total Agreement Price for the Hardware, the Software license and the Services shall be paid by the Buyer to Seller as follows:
- A.1. Infrastructure Hardware:**
1. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of the signing of the Agreement by the Buyer and Seller.
 2. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of the first System design review meeting.
 3. Twenty percent (20%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of Infrastructure Hardware factory staging as described in the project schedule.
 4. Thirty percent (30%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of Infrastructure Hardware shipment and delivery to Buyer. Partial payments of the total

Infrastructure Hardware amount due under this subparagraph shall be allowed and shall be calculated using the value of the Infrastructure Hardware shipped and delivered as a percentage of the total value of the Infrastructure Hardware to be shipped and delivered under the terms of this Agreement. The Buyer shall have the right to inspect and confirm that the Infrastructure Hardware included in Seller's invoice has been delivered to Buyer.

5. Fifteen percent (15%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due upon substantial completion of the Hardware installation (exclusive of the mutually agreed upon value of any punchlist items).
6. Fifteen percent (15%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) plus any remaining unpaid portion of the Total Agreement Price for all Hardware, Software and Services to be provided under the terms of this Agreement (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due upon final Acceptance of the System.

A.2. Terminal Hardware:

1. One Hundred Percent (100%) of the purchase price of Terminal Hardware shall be invoiced upon shipment of unit on a per unit basis.

B. Invoices and Electronic Funds Transfer

Unless otherwise agreed by the parties, Seller shall electronically submit invoices using Seller's standard invoice template. Buyer shall pay all invoices via Electronic Funds Transfer ("EFT") directly to Seller's banking institution using Seller's banking information and EFT instructions below.

L3Harris Technologies, Inc.
 Bank of America, New York, NY 10038
 Account No.: 4451124230
 Routing/ABA (ACH ONLY): 111000012
 Routing/ABA (Wire ONLY): 026009593

C. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Seller's invoice.

D. Other Amounts

Any other amounts due Seller hereunder shall be due upon Buyer's receipt of Seller's invoice.

E. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 10. SUBCONTRACTING:

Seller may subcontract any portion of Work to be performed by Seller hereunder provided that Seller shall be responsible for the performance and Work of any such subcontractors.

SECTION 11. EXCUSABLE DELAYS:

- A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Seller's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) Buyer Delays in Performance of its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement by Seller or occurs after delays in Seller's performance of its obligations due to other reasons.
- B. In the event of any delay or failure excused by this Section Excusable Delays, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay.

SECTION 12. SELLER'S INSURANCE:

- A. In order to protect itself and Buyer, its officers, boards, commissions, agencies, employees and representatives under the indemnity and other provisions of this Agreement, Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of and licensed by the Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Within ten (10) days after execution of this Agreement, Seller shall furnish Buyer with a Certificate of Insurance listing Buyer as an additional insured. Seller shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. Seller shall furnish Buyer, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that Seller shall furnish the Buyer with a 30-day notice of cancellation or renewal. Seller shall furnish evidence of adequate Worker's Compensation Insurance.
- B. In case of any sublet of Work under this Agreement, Seller shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage substantially equal to that required of Seller.
- C. The parties do hereby expressly agree that Buyer, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this section Seller's Insurance, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Buyer's Risk Manager taking into account the nature of the Work and other factors relevant to Buyer's exposure, if any, under this Agreement.

SECTION 13. TESTING AND ACCEPTANCE:

- A. Seller shall notify Buyer that the System is ready for Acceptance Tests at least ten (10) days before commencement of the Acceptance Tests. Buyer and Seller shall jointly commence the Acceptance Tests on the date specified in Seller's notice (or other mutually agreeable date) and a representative of Seller and a representative of Buyer shall sign off on the form provided as part of the test procedure

whether each item of the test was passed or failed. If the System does not fulfill the requirements of the Acceptance Tests, Seller shall correct the defects at no additional cost to Buyer as soon as practicable. Upon correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for Acceptance of the System and the initiation of the Warranty Period. Final System Acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed and the Acceptance Tests have been passed.

- B.** Notwithstanding the Acceptance testing of the System set forth in subsection A above, if Buyer commences use of any portion of the System for its intended purpose, other than for the express purpose of training or testing as mutually agreed upon by Seller and Buyer in writing, prior to System Acceptance, the applicable portion of the System shall be deemed accepted by Buyer. The final payment for the applicable portion of the System shall be due and payable upon such Acceptance. The Warranty Period for the applicable portion of the System put into use together with the associated installation Services shall be deemed to have commenced concurrently with the use of the applicable portion of the System for its intended purpose. The use of the applicable portion of the System for its intended purpose shall be deemed to have occurred when Buyer commences to use and rely primarily on the applicable portion of the System for its communications.
- C.** As used in the Agreement, the term “Acceptance Date” shall mean and “Acceptance” of the System shall be deemed to occur upon the earlier of: (1) the date on which the System is deemed accepted pursuant to subsection (A) above, or (2) the date on which the System is deemed accepted pursuant to subsection (B) above.
- D.** Buyer and Seller agree that in the process of completing the Acceptance Tests, most if not all of the Acceptance Tests can be successfully completed with only a minor number of punchlist items remaining to be completed. In such event, Buyer and Seller shall mutually (and reasonably) agree upon the punchlist items to be completed, the value of those items and that “Conditional Acceptance” of the System has occurred. For the purpose of initiating the Warranty Period, satisfying the Project Schedule requirements and the release of any retained funds (other than the value of the punchlist items) conditional Acceptance shall constitute “Acceptance” of the specific portion or phase of the System. Conditional Acceptance shall not, however, release Seller from its obligations to complete the remaining punchlist items by the dates set forth on the punchlist schedule.
- E.** Terminal Hardware shall be deemed accepted upon Buyer’s receipt of delivery at a Buyer-controlled facility, together with a bill of sale or other reasonably requested evidence of title.

SECTION 14. SOFTWARE LICENSE.

Subject to the terms and conditions of the Software License Agreement attached hereto as an exhibit to this Agreement, Buyer is granted a license to use the Software only in conjunction with the System purchased under this Agreement. “Software” means the “Licensed Programs” as defined in the Software License Agreement.

SECTION 15. COVERAGE:

Seller’s representations concerning the distance at which usable radio signals will be transmitted and received by Hardware supplied hereunder are set forth in the Statement of Work. Coverage for the System shall be measured as provided in the Testing and Acceptance section of this Agreement.

SECTION 16. WARRANTIES:

A. Hardware and Services

Seller warrants for the following periods of time from the Acceptance Date (hereinafter referred to as the “Warranty Period”), that the Hardware and installation Services furnished by Seller under this Agreement shall be free from defects in material and workmanship and shall conform to the Agreement specifications. Any Services provided during the Warranty Period are set forth in the Statement of Work. Any and all claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period.

1. for mobile and portable radios, twenty-four (24) months.
2. for Unity® model mobile and portable radios, thirty-six (36) months.
3. for all other Hardware, one (1) year.

B. For purposes of this Warranty the batteries supplied by Seller shall be deemed defective if: (1) the battery capacity is less than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the Warranty Period. This warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Hardware for which it is specified.

C. During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure. Seller shall, at Seller's sole option, (1) repair any defective component of the Hardware, or (2) furnish necessary repaired, refurbished, or replacement parts, or (3) correct the faulty installation. Seller will be responsible for all shipping charges incurred in returning defective parts to Seller's facility and the shipping charges to return repaired, refurbished, or replacement parts to Buyer. Any such repair or replacement of the defective component or the redoing of any installation shall not extend the Warranty Period. All warranty work must be at the Seller's place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment.

D. Any additional purchases of equipment, including radios, and installation services which may be purchased by Buyer and delivered or performed by Seller after System Acceptance, shall be warranted on the same terms, limitations, and exclusions as are set forth herein, except that the warranty on the equipment and installation services shall be for a period of two (2) years for additional Terminal Hardware items from the date of delivery of that item of equipment, one (1) year for additional Infrastructure Hardware items from the date of delivery of that item of equipment, and one (1) year from the date of completion of that installation service.

E. Seller's obligations shall not apply to: (1) Hardware or components thereof which are normally consumed in operation, or, or (2) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (3) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (4) Hardware or installations altered or repaired by any party other than Seller without Seller's prior written consent.

F. Coverage Warranty. Notwithstanding the other provisions of this Section Warranties, Seller's only Warranty as to radio coverage is that the System, prior to Acceptance, shall have successfully passed the coverage tests in the Acceptance Test Plan.

G. Software

The warranty for the Software is set forth in the Software License Agreement.

- H.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION AND IN THE SOFTWARE LICENSE AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE HARDWARE, SOFTWARE AND SERVICES AND THE BUYER'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

SECTION 17. INTERFERENCE:

Radio System coverage and performance are subject to degradation or disruption due to anomalous propagation and interference by natural phenomena or other radio Systems ("Outside Interference"). Seller cannot be responsible for Outside Interference over which the Seller has no reasonable control. In the event of a case of degradation or disruption due to Outside Interference by natural phenomena or an outside party, Seller will provide engineering support to Buyer at Buyer's expense to support Buyer's efforts in investigating and resolving the Outside Interference.

SECTION 18. INDEMNIFICATION:

- A.** Seller shall be responsible for and agrees to indemnify, hold harmless and defend the Buyer and its boards, commissions, agencies, officers and employees from and against all liability, losses, damages, costs or expenses which the Buyer and its boards, commissions, agencies and employees may sustain, incur or be required to pay by reason of third party claims, demands and causes of action for damages resulting from personal injuries, loss of life or damage to tangible property to the extent resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller in writing as soon as practical of any third party claim, demand or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend or settle such claim, demand or cause of action. The obligations of Seller under this paragraph shall survive the expiration or termination of this Agreement.
- B.** Buyer shall be responsible for and agrees to indemnify, hold harmless and defend the Seller and its board of directors, officers and employees from and against all liability, losses, damages, costs or expenses which the Seller and its board of directors, officers and employees may sustain, incur or be required to pay by reason of third party claims, demands and causes of action for damages resulting from personal injuries, loss of life or damage to tangible property to the extent resulting from the willful misconduct or negligent acts or omissions of the Buyer and its boards, commissions, agencies, employees and subcontractors. Seller agrees to notify Buyer in writing as soon as practical of any third party claim, demand or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend or settle such claim, demand or cause of action. The obligations of Buyer under this paragraph shall survive the expiration or termination of this Agreement.

SECTION 19. PATENTS:

- A.** Seller warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance and exclusive authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (1) procure for Buyer the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Agreement.
- B.** The preceding subsection (A) shall not apply to: (1) any portion of the System which is manufactured to Buyer's design, or (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C.** THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

SECTION 20. LIMITATION OF LIABILITY:

- A.** Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Agreement, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware, Software or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.
- B.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.
- C.** Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Agreement, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred.

- D.** The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement.
- E.** The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Agreement.

SECTION 21. REMEDIES:

- A.** In the event of a material breach of this Agreement by Seller which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Seller by Buyer, Buyer shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its payment obligations under the Agreement for as long as the breach continues uncorrected; or (2) terminate this Agreement by written notice to Seller if the breach remains uncorrected. The following shall constitute material breaches of this Agreement:
1. violation by Seller of any State, Federal or local law, or failure by Seller to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by Seller to carry applicable licenses or certifications as required by law.
 3. failure of Seller to comply with reporting requirements contained herein.
 4. inability of Seller to perform the Work provided for herein.
- B.** In the event of: (1) any failure by Buyer for thirty (30) or more days to make any payment when due, or (2) any other material breach of this Agreement by Buyer which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Buyer by Seller, Seller shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or (2) terminate this Agreement by written notice to Buyer if the breach remains uncorrected.
- C.** In the event of a termination under this Agreement as provided herein, all Services performed and finished and unfinished Hardware and Documentation Deliverables produced or made by Seller for Buyer, up to and including the date of termination, shall become the property of Buyer and Seller shall be entitled to receive full price accrued up to the point of termination, for any such Services performed and finished and unfinished Hardware and Documentation Deliverables. Notwithstanding the above, Seller shall not be relieved of liability to Buyer for damages sustained by Buyer by virtue of any breach of this Agreement by Seller described in subsection A above and, after providing Seller with written notice of breach as set forth in subsection A, Buyer may withhold any payments to Seller for the purpose of set-off of any damages, as agreed upon or finally adjudicated, against such payment.

SECTION 22. CONFIDENTIALITY:

- A.** During the term of this Agreement, it is anticipated that one party (hereafter the “Disclosing Party”) may disclose to the other party (hereafter the “Receiving Party”) information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as

confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.

- B.** The provisions of the preceding subsection shall not apply to any Information which:
 1. is or shall become publicly available without breach of this Section Confidentiality, on the part of the Receiving Party;
 2. is already known by the Receiving Party prior to receipt from the Disclosing Party;
 3. is independently developed by the Receiving Party;
 4. is rightfully obtained by the Receiving Party from third parties without restriction; or
 5. is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.

- C.** The provisions of this Section, Confidentiality, shall survive the expiration or termination of this Agreement.

- D.** The confidentiality obligations of this Section, Confidentiality, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.

- E.** Except as required to fulfill its obligations under this Agreement, Seller will have no obligation to provide Buyer with access to its Confidential Information and/or proprietary information. Under no circumstances will Seller be required to provide any data related to cost and pricing.

SECTION 23. COMPLIANCE:

Seller agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations in effect as of the Effective Date of this Agreement that may in any way affect the Work by Seller hereunder. Any Hardware or Software furnished by Seller under this Agreement shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware or Software as of the Effective Date of this Agreement and shall comply with any amendments thereto which may have come into effect prior to the time such Hardware or Software are delivered provided that the price and, if necessary, delivery of such Hardware or Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

SECTION 24. NOTICES:

Notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Attn: _____

WITH A COPY TO:

Attn: [REDACTED]
IF TO SELLER:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Attn: Fred Goodwin, **Program Manager**

BUYER INVOICE CONTACT:

Attn: [REDACTED]

WITH A COPY TO:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Attn: Jeremy Roe, **Contracts Manager**
SELLER INVOICE CONTACT:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Attn: April Gallagher
434-455-9272 /
april.gallagher@l3harris.com

SECTION 25. ORDER OF PRECEDENCE:

The Statement of Work and the following Exhibits are expressly incorporated herein by reference and, together with this Agreement, constitute the Agreement Documents. In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

- 1. Amendments to this Agreement
- 2. This Agreement (not including the Exhibits and documents listed below)
- 3. Detailed Design Documents
- 1. **Exhibit A** - Statement of Work, with Attachments
- 2. **Exhibit B** - Software License Agreement

SECTION 26. TERM:

The term of this Agreement shall commence upon the Effective Date of this Agreement and shall run through the Expiration Date. The term of the Software license is set forth in the Software License Agreement.

SECTION 27. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

SECTION 28. AMENDMENT:

The parties expressly agree that this Agreement shall not be amended in any fashion except in a writing(s) executed by authorized representatives of both parties.

SECTION 29. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement.

SECTION 30. WAIVER:

No term of this Agreement may be waived except in a writing signed by the party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Agreement constitute or be construed as a

waiver by Buyer of any breach of the covenants of this Agreement or a waiver of any default of Seller and the making of any such payment by Buyer while any such default or breach shall exist shall in no way impair or prejudice the right of Buyer with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION 31. HEADINGS:

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

SECTION 32. GOVERNING LAW:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, law shall be controlling. Venue for any legal proceedings shall be in any state or federal court in the Commonwealth of Virginia.

SECTION 33. ASSIGNMENT; SUCCESSORS AND ASSIGNS:

This Agreement shall not be assigned nor any interest or obligation in this Agreement transferred by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the above, Seller may assign this Agreement, without consent, (a) in whole or in part, to an affiliate, subsidiary, or authorized reseller or (b) in the event of a change of controlling ownership interest (either directly or indirectly) in Seller or in the event of merger, recapitalization, consolidation, other business combination or sale of all or substantially all of the assets of Seller. In addition, Seller may also assign or transfer, without consent, claims for money due or to become due Seller from Buyer under this Agreement to a bank, trust company or other financial institution if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Seller shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement. Seller shall promptly provide to Buyer notice of any such permitted assignment or transfer without consent.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement.

BUYER
THE CITY OF STEPHENVILLE, TEXAS

SELLER
L3HARRIS TECHNOLOGIES, INC.
ACTING THROUGH ITS
COMMUNICATION SYSTEMS SEGMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LIST OF EXHIBITS

- Exhibit A - STATEMENT OF WORK (with Attachments)
- Exhibit B - SOFTWARE LICENSE AGREEMENT

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

Attachments to Exhibit A

1. System Description
2. WAN Requirements
3. Coverage Design
4. Implementation Plan
5. Project Schedule
6. Warranty
7. Functional Acceptance Test Procedures
8. Coverage Acceptance Test Procedures
9. In-Building Coverage Report
10. Training Program
11. Pricing Summary

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

This License Agreement (“License Agreement”) is made upon the Effective Date of the Primary Agreement (the “Effective Date”) between L3Harris Technologies, Inc., a Delaware Corporation, acting through its Communication Systems Segment, (“LICENSOR” or “L3Harris”) with offices at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 and The City of Stephenville, Texas (“LICENSEE”). LICENSOR is the owner of certain wireless communications software programs and LICENSEE desires to obtain a license from LICENSOR to use such wireless communications programs.

1.0 Definitions.

1.1 **“Designated Systems”**: Means the L3Harris System(s), products, and Designated Terminals purchased by Buyer and identified in the Primary Agreement for which the Licensed Programs and documentation are intended to be used.

1.2 **“Designated Terminals”**: Means the LICENSOR’s Terminals purchased by LICENSEE.

1.3 **“Licensed Programs”**: The term Licensed Programs shall mean the wireless communications computer programs in software or firmware supplied under this License Agreement by LICENSOR in binary object code format to the LICENSEE (stand alone or in conjunction with the purchase of a LICENSOR wireless communications System.) Licensed Programs shall also include all other material related to the Licensed Programs supplied by LICENSOR to LICENSEE hereunder, and which may be in machine readable or printed form, including but not limited to user documentation and/or manuals.

1.4 **“Open Source Software”**: Means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.5 **“Open Source Software License”**: The terms or conditions under which the Open Source Software is licensed.

1.6 **“Primary Agreement”**: The agreement to which this exhibit is attached.

1.7 **“Third Party Software Products”**: Shall mean programs that are not developed by LICENSOR which are licensed / purchased by LICENSOR for inclusion in its products.

2.0 License Grant for Licensed Programs.

2.1 Subject to the Contract and the performance by Licensee of its obligations hereunder, LICENSOR hereby grants to Licensee, and Licensee hereby accepts from LICENSOR, (a) a personal, non-transferable, non-exclusive, perpetual, limited license to use the Licensed Programs in object code format only and (b) install and execute such Licensed Programs on Licensee’s equipment and (c) are to be used for internal business purposes only. All licensed programs under this License Agreement shall only be used in conjunction with the Designated System. This license does not transfer any right, title, or interest in the Licensed Programs. The license granted authorizes Licensee to use the Licensed Programs in object code format and does not grant any rights to source code.

2.2 LICENSEE will not reproduce, modify, or make derivative works of the Licensed Programs, except that LICENSEE may make one archival, and one inactive backup, copy of the Licensed Programs. In addition, LICENSEE, its agents, consultants and/or its subcontractors will not attempt to reverse engineer,

decompile, or reverse-compile any software contained in the Licensed Programs and any attempt to do so shall be a material breach of this License Agreement. With respect to the Licensed Programs, LICENSEE will not alter, deface, discard, or erase any media, documentation, or LICENSOR or Third Party Licensor's trademarks or proprietary rights notices.

2.3 Third Party Software Products may be subject to additional license terms, which, if applicable, are set out in Product Specific License Terms delivered with each product. To the extent applicable, LICENSEE shall comply with any additional Third Party Software Product license terms.

2.4 If the Software licensed under this License Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this License Agreement and, to the extent applicable, LICENSEE will comply with the Open Source Software License terms. If there is a conflict between the terms and conditions of this License Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this License Agreement. If requested by Licensee, L3Harris will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this License Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found).

3.0 Protection and Security of Licensed Programs.

LICENSEE acknowledges and agrees that the Licensed Programs and any materials and/or documentation related thereto, and any portion thereof, supplied by LICENSOR hereunder are proprietary and confidential to LICENSOR or applicable third party licensors and are a valuable commercial asset of LICENSOR or their third party owners. LICENSEE also acknowledges and agrees that LICENSOR and/or the third party licensors have and shall retain all proprietary rights in their respective portions of the Licensed Programs and any materials and/or documentation related thereto. LICENSEE (i) shall respect such proprietary rights, (ii) shall protect LICENSOR and any third party licensor's proprietary rights at least to the extent that it protects its own proprietary information, or such (iii) shall not use the Licensed Programs nor any materials or documentation related thereto except for the purposes for which they are being made available as set forth in this License Agreement and (iv) shall not reproduce, print, disclose, or otherwise make said Licensed Programs or materials and/or documentation related thereto available to any third party, in whole or in part, in whatever form, except as permitted in the terms of this License Agreement.

4.0 Warranty

Seller warrants, for the greater of a period of one year or, if a longer Warranty Period for the product containing the Licensed Program is set forth in a Primary Agreement, the longer Warranty Period shall apply commencing with the date of Licensee's Acceptance of their Designated System, that any Licensed Program furnished to Licensee under this License Agreement shall be capable of successfully operating on the Designated System in accordance with the logic defined in the operator's manuals when the System is supplied with correct input data. If, on the basis of evidence submitted to LICENSOR within the term of this warranty, it is shown that any Licensed Program does not meet this warranty, LICENSOR will, at its option, either correct the defect or error in the Licensed Program, free of charge, or make available to Licensee a substitute program. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SHALL APPLY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY LICENSOR.**

Licensed Programs which have been developed or are owned by a third party licensor and which are sublicensed by LICENSOR to LICENSEE hereunder shall be warranted to LICENSEE only to the extent that the licensor of such sublicensed programs warrants such sublicensed programs to LICENSOR.

In the event that the Licensed Programs do not conform to the representation above, LICENSEE's sole remedy and LICENSOR's sole and exclusive liability shall be to replace such Licensed Programs with the then current released version of such Licensed Programs.

5.0 Limitation of Liability.

5.1 THE LIMITATION OF LIABILITY PROVISION IN THE PRIMARY AGREEMENT SHALL GOVERN THIS LICENSE AGREEMENT AND SECTION 5.2 SHALL NOT APPLY. IF THERE IS NO LIMITATION OF LIABILITY PROVISION IN THE PRIMARY AGREEMENT, SECTION 5.2 SHALL APPLY.

5.2 IN NO EVENT WILL LICENSOR AND/OR ANY THIRD PARTY LICENSOR(S) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF LICENSOR AND/OR ITS THIRD PARTY LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S AND THIRD PARTY LICENSORS', LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR THE USE OF THE LICENSED PROGRAMS SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO LICENSOR BY LICENSEE FOR THE PRODUCTS CONTAINING THE LICENSED PROGRAMS.

6.0 Term and Termination.

6.1 LICENSOR reserves the right, in addition to any other remedies it may retain in this License Agreement or may be entitled to in law or equity (including immediate injunctive relief and repossession of all non-embedded Licensed Programs and documentation), to terminate this License Agreement at any time prior to the expiration of any Term in the event LICENSEE breaches any material term or condition or fails to perform or observe any obligations or covenants of this License Agreement and such failure and/or breach is not remedied within thirty (30) days of written notice from LICENSOR.

6.2 Within thirty (30) days after termination or expiration of this License Agreement, LICENSEE will return to LICENSOR all confidential material including but not limited to all copies, partial copies, and/or modified copies (if any) of Licensed Programs and any equipment owned by LICENSOR in LICENSEE's possession.

7.0 Assignment/Transfer.

This License Agreement, the licenses granted hereunder and the Licensed Programs provided to LICENSEE under this License Agreement may not be assigned, sub-licensed, or otherwise transferred by LICENSEE to any third party without LICENSOR's prior written consent, except that this license may be assigned if the Products containing the Licensed Programs are transferred but the new owner or user of the Products may only use the Licensed Programs in accordance with terms of this License Agreement. Subject to the foregoing, any assignee hereunder shall be subject to all of the terms, conditions and provisions of

this License Agreement. Any attempt by LICENSEE to assign, sub-license, or transfer the Licensed Programs, or any of the rights or duties contained in this License Agreement, without LICENSOR's prior written consent shall be void.

8.0 Severability.

If any term or provision of the License Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this License Agreement and the remainder of its provision shall otherwise remain in full force and effect.

9.0 Waiver.

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

10.0 Compliance with Laws.

Licensee acknowledges that the Licensed Programs are subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of L3Harris and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this License Agreement.

11.0 Governing Law.

This License Agreement will be governed by the laws of the United States to extent that they apply and otherwise to the laws of the State of New York. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. The parties expressly agree that the Uniform Computer Information Transactions Act ("UCITA") applicable in any jurisdiction shall not apply to this License Agreement.

12.0 U.S. Government.

If Licensee is the U.S. Government, the Licensed Programs and documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the License Agreement may be incorporated, Customer may provide to Government end user or, if the License Agreement is direct, Government end user will acquire, the software and documentation with only those rights set forth in the License Agreement. Use of either the software or documentation or both constitutes agreement by the Government that the software and documentation are "commercial computer software" and "commercial computer software documentation," and constitutes Acceptance of the rights and restrictions herein.

13.0 Agreement.

This License Agreement may be part of a Primary Agreement between LICENSOR and LICENSEE for the purchased products by LICENSEE from LICENSOR. The Primary Agreement and this License Agreement contain the full understanding of the parties with respect to the subject matter hereof and which supersede all prior understandings and writings relating thereto and which shall become binding on the Effective Date of this License Agreement. No waiver, consent, modification, amendment, or change to the terms of this License Agreement shall be binding unless agreed to in a writing signed by LICENSEE and LICENSOR. If there is any conflict between the terms of the Primary Agreement and this License Agreement as to the Licensed Programs, the terms of this License Agreement will prevail.

14.0 Notices.

Notices shall be provided as set forth in the Primary Agreement. In the event there is no notice provision in the Primary Agreement, notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service.

15.0 Survival.

Sections 2, 3, 5, 6, 8, 9, 11, and 13 of this License Agreement shall survive termination of this agreement.
[End of Document]

PRICING SUMMARY

L3Harris is pleased to provide the City of Stephenville, Texas, with the following firm fixed price proposal. Pricing is valid until December 17, 2021. The L3Harris pricing assumes, and this proposal is made subject to the condition that the City of Granbury, Texas, and the City of Stephenville, Texas, have entered into an Interlocal Agreement allowing L3Harris to access and upgrade the Granbury P25 System for the purposes of the City of Stephenville’s shared usage. If, after executing a contract with L3Harris for the P25 radio system pursuant to this proposal, the City of Stephenville has not entered into such an Interlocal Agreement with the City of Granbury within 30 days of contract execution, L3Harris shall be entitled, with respect to the contract between L3Harris and the City of Stephenville, to an equitable adjustment to the contract schedule, price, or both.

P25 SITE ADD	QTY	PRICE (USD \$)
VIDA Network Core Licenses	Lot	\$36,193.00
Site Interface Equipment	Lot	\$31,005.26
VIDA Edge	1	\$15,173.70
700 MHz P25 Trunking MASTR V Base Stations	4	\$119,547.05
Antenna System	Lot	\$32,150.75
Dispatch Interface Equipment	Lot	\$4,796.68
Symphony Consoles	3	\$164,536.50
XL-200M Backup Control Stations	3	\$24,304.56
Interop Pathway & Gateway	Lot	\$42,225.88
MPLS Equipment	2	\$21,431.32
UPS (Includes Install)	Lot	\$24,956.64
P25 SITE ADD SUBTOTAL		\$516,321.34
PROFESSIONAL SERVICES	QTY	PRICE (USD \$)
Program Management	Lot	\$155,550.00
Engineering Services	Lot	\$159,240.00
Staging & Freight	Lot	\$8,990.00
Infrastructure Installation	Lot	\$31,953.00
Antenna Hanging	Lot	\$27,500.00
Coverage Characterization	Lot	\$9,967.00
Coverage CATP and Guarantee	Lot	\$19,800.00
Training	Lot	\$19,075.00
Premium Warranty (Year 1)	Lot	\$13,225.00
PROFESSIONAL SERVICES SUBTOTAL		\$445,300.00

SUBSCRIBER UNITS	QTY	PRICE (USD \$)
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Single Key Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	20	\$172,376.20
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, In-Band GPS, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	25	\$228,327.25
XL-200P Portable , Dual Band VHF+7/800, In-Band GPS, Ext Warranty 3-Yr, NIFOG, P25 Phase 2 TDMA, Encryption Lite, P25 Trunking, 3100 MAH LI-ION Battery, Helical Antenna, C1D2 Speaker Mic, Leather Case, 2-Bay Charger, BeOn, spare 3100 MAH LI-ION Battery	50	\$341,326.00
XL-400P Portable , Dual Band VHF+7/800, Ext Warranty 3-Yr, NIFOG, Single Key Encryption, P25 Phase 2 TDMA, P25 Trunking, LI-ION EXTRM Battery, Helical XTRM Antenna, C1D2 Speaker Mic, Metal Belt Clip, 1-Bay XTRM Charger, BeOn, Spare LI-ION XTRM Battery	35	\$361,565.40
SUBSCRIBER UNITS SUBTOTAL		\$1,103,594.85
SYSTEM TOTAL		\$2,065,216.19
Granbury Regional Radio Network Discount*		(\$555,047.49)
Contract Signing Discount**		(\$153,287.60)
PROJECT TOTAL		\$1,356,881.10

OPTIONAL ITEMS	QTY	PRICE (USD \$)
MAP Base Package 1, 1-100 SQ. Miles	1-year Subscription	\$37,000.00
PC & Monitor for Live Earth	Lot	\$1,098.90
CATP (In-Building)	Lot	\$30,000.00

Additional Terms & Conditions:

State and Local taxes not included.

*Discount Pricing is reflective of joining the Granbury Regional Radio Network.

**Contract must be fully executed by December 15, 2021.

STANDARD WARRANTY

Warranty Support

L3Harris warrants that hardware and installation services furnished by L3Harris will be free from defect in material and workmanship for a period of one-year (12 months) that will commence upon the acceptance date. During the warranty period, if any component of the hardware or portion of the installation services fails, L3Harris shall examine the failure and remedy by:

1. Repairing any defective component of the hardware;
2. Furnishing any necessary repaired or replacement parts;
3. Correcting the faulty installation at no additional cost to the City of Stephenville (the City).

L3Harris shall perform, at its discretion, all warranty labor at a L3Harris location. Where L3Harris has determined it is not feasible to ship fixed equipment for repair, L3Harris shall repair on premise. Standard warranty response times are standard business days, 8:00 a.m. to 5:00 p.m. Eastern. For additional levels of support, premium services are available.

THIRD-PARTY WARRANTIES

Third-party original equipment manufacturer (OEM) equipment and services are covered as described in the System Purchase Agreement. Throughout the entire warranty and contracted maintenance periods, L3Harris shall act on behalf of the City to coordinate and settle warranty issues with third-party equipment and software companies. As part of the final acceptance, any remainder of warranty from a third-party vendor transfer to the City. If any third-party manufacturer warranty period is greater than one-year, we shall recognize that OEM warranty for the specified equipment.

DEPOT REPAIR AND RETURN

The Depot Repair and Return service covers the cost to fix covered equipment at L3Harris or other third-party manufacturer's factories. This service is part of our standard warranty and is a premium service during the maintenance periods. The L3Harris Depot Repair and Return facility is ISO 9001:2015, UL, and Factory Mutual certified. Master technicians using state-of-the-art test equipment verify that all repairs meet or exceed prescribed specifications.

WARRANTY RETURNS

The following procedure describes the returns process for equipment under warranty:

1. L3Harris creates a support case number, verifies product part numbers, serial numbers, reasons for return and then forwards the approved request for processing.
2. L3Harris reviews the request and provides a return merchandise authorization number (RMA) to the City, along with instructions for return of the equipment.
3. The equipment is shipped back to L3Harris Depot Repair and Return.
4. L3Harris repairs or replaces any equipment free of charge unless there is evidence of abuse or damage beyond the terms of the service

5. L3Harris ships the repaired or replacement unit back to the City.
6. L3Harris closes the RMA and updates the tracking database.

Requests for repairs out of warranty shall require a purchase order unless a service agreement exists. Any repairs out of warranty are subject to a flat rate, per-unit fee, regardless of fault found with the equipment. If the item for repair does not have a flat rate fee listed, a time and material charge apply. The turn-around time for equipment repair or replacement is typically ten business days.

DEMAND SERVICES

Demand services are available when an unexpected event or situation occurs outside the scope of work and requires repairs from L3Harris, its agents, or partners. For demand services, Stephenville will receive an invoice on a time and materials basis. Examples may include the following:

- > Installation, updating, upgrading, maintaining, or removing software, hardware, or non-L3Harris infrastructure after initial installation.
- > Repair of equipment damaged by vandalism, abuse, neglect, or noncompliance to L3Harris recommended practices, to the extent such equipment damage is not caused by L3Harris or any of its agents.
- > Damages due to acts of God or other uncontrollable events
- > Any other repair or service not outlined in the Scope of Work

Premium Warranty

L3Harris includes the following services that shall commence upon the acceptance date, through the one-year warranty period.

- > Premium Technical Support
 - 24/7/365 telephone support
 - License and support renewals
- > Security Update Management Services+ (SUMS+)
- > SUMS+ infrastructure installation
- > Software Managed Services (SMS)
- > SMS infrastructure installation
- > Standard repair services
- > Annual preventive system maintenance on L3Harris infrastructure
- > Corrective maintenance on L3Harris infrastructure

PREMIUM TECHNICAL SUPPORT

Premium Technical Support (PTS) provides comprehensive telephone technical support 24/7, 365 days a year. PTS subscribers have toll-free phone access to L3Harris' Technical Assistance Center (TAC) that recognizes your call as a priority. Support Engineers shall endeavor to provide a response within two hours if a technician is not readily available to answer the call. For emergency system off-air calls, we guarantee a one-hour response time.

PTS shall provide:

- > Toll-free telephone access to TAC for year-round support
- > 24/7/365 Level 1 and Level 2 helpdesk support

- > 24/7/365 Level 3 and Level 4 technical support on L3Harris products
- > L3Harris management of 3rd party Level 4 technical support and account maintenance
- > Priority technical assistance on systems and terminal equipment
- > One-hour guaranteed callback window for emergency off-air calls and guaranteed two-hour callback window for non-emergency calls
- > All-access subscription to the online L3Harris Tech-Link website, a complete library of technical resources and product information
- > TAC coordination with on-site service personnel when necessary.
- > License and maintenance renewals of third-party software and hardware used in the L3Harris system infrastructure.

SECURITY UPDATE MANAGEMENT SERVICE+

Security Update Management Services+ provides periodic security updates plus a dedicated delivery server platform.

SUMS+ shall provide:

- > Automatic management of patches for multiple operating systems and applications across thousands of endpoints on the system network.
- > Reduction of security and compliance risks by slashing installation times from weeks to days or hours
- > Greater visibility into patch compliance with flexible, real-time status monitoring and reporting
- > Up-to-date visibility and control from a single management console
- > Each security update delivery includes Software Release Notes. These technical documents detail:
 - Installation instructions
 - Software and hardware compatibility information, where applicable
 - Product Vulnerability Alert (PVA) resolution or mitigation information
- > SUMS+ releases are thoroughly tested with L3Harris System Releases to ensure the third-party software patches are compatible with the Core applications.

SUMS+ INSTALLATION

L3Harris shall provide for trained L3Harris personnel to be brought on-site to expertly install and validate the third-party software patches have been properly completed.

SUMS+ Installation shall provide:

- > Ensure that your equipment continues to function at peak performance by installing the SUMS+ updates
- > Provide an installation schedule and approximate equipment outage times (if any)
- > Provide a summary report of actions upon request

SOFTWARE MANAGED SERVICE (SMS)

Software Managed Service (SMS) provides new releases of system software tailored to the Stephenville system. These releases contain improvements and enhancements for current generation system software, as well as occasional new product capability and the ability to enable licensed features.

SMS shall provide:

- > Periodic software releases for system and programming software components
- > Software release notes and features summary with each release
- > A System configuration audit is performed with initial subscription
- > Current release as supported by Stephenville's hardware at enrollment
- > Software installation support from the PTS service
- > Software replacement services if media becomes corrupt or damaged
- > Enhancements for existing features
- > New features built upon earlier generations of software capability to enable new licensed features

SMS INSTALLATION

L3Harris technicians shall manage the installation of Software Managed Service updates for improved performance.

SMS Installation shall provide:

- > Ensure that your equipment continues to function at peak performance by installing the Software Managed Service updates
- > Provide an installation schedule and approximate equipment outage times (if any)
- > Provide a summary report of actions

STANDARD REPAIR SERVICES

The L3Harris Factory Repair and Return Depot provides repair services for all L3Harris-branded system components such as infrastructure, dispatch, and site equipment. Pricing applies to equipment that is defective through normal wear and usage. If covered L3Harris equipment fails through normal usage and wear, this service shall repair the equipment at no additional cost. Labor to remove the defective equipment from the system, replace it with a spare, or re-install it after the equipment is returned from the L3Harris Depot facility is excluded.

ANNUAL PREVENTIVE SYSTEM MAINTENANCE

Annual Preventive maintenance includes scheduled tests, checks, and alignment on Stephenville's equipment to ensure the equipment meets specifications.

Annual Preventive System Maintenance shall provide:

- > Calibrated test equipment for a consistent baseline

- > Tune and align system RF base stations to optimize performance
- > Verify all System Core software revision levels are installed and operating properly.
- > Verify System anti-virus software is installed and operating properly.
- > Perform preventive maintenance during hours that will have the least amount of impact on users and the system
- > Share the preventive work hours schedule in advance of the maintenance window and shows the approximate outage times (if applicable)
- > Summarize completed work in a written report

CORRECTIVE MAINTENANCE

On-Site Corrective Maintenance provides labor to troubleshoot, repair and if necessary, remove and replace defective infrastructure equipment as agreed upon between Stephenville and L3Harris. L3Harris personnel shall remotely troubleshoot the reported issue and dispatch a technician to a Stephenville location to perform the corrective maintenance.

Corrective Maintenance shall provide:

- > L3Harris technician(s) shall replace the defective equipment using spares purchased separately by Stephenville.
- > Arrange for the original item to be sent to a certified L3Harris repair facility.
- > All corrective maintenance actions will be documented in a report and Stephenville shall be informed of the status of all repairs in progress.
- > On-Site Corrective Maintenance is performed 8x5 Monday – Friday
- > 24x7x365 on-site Corrective Maintenance is available if the Rapid Response Service Level Agreement is purchased.

ON DEMAND SERVICES

L3Harris and Stephenville will collaborate to decide the right level of service for each system's specific needs. However, a situation may arise where needed service is not a part of the original scope of work. Known as Demand Services, L3Harris' experienced personnel will quickly assess the need and provide Stephenville a quote for services on a time and material basis.

As an example, Demand Services may include:

- > Installation or removal of mobile radio equipment after the initial installation
- > Repair of equipment damaged by vandalism
- > Repair of equipment damaged through abuse or physical neglect
- > Damages due to extreme conditions or events outside of L3Harris reasonable control



STAFF REPORT

SUBJECT: Consider Approval of the System Purchase Agreement between the City of Stephenville and L3Harris Technologies, Inc.

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

RECOMMENDATION:

Approve the System Purchase Agreement between the City of Stephenville and L3Harris Technologies, Inc.

BACKGROUND:

The Stephenville Police Department (SPD) has been working with L-3Harris Technologies, Inc. to join the Granbury Regional Radio Network (GRRN) in order to substantially improve the SPD and Stephenville Fire Department (SFD) radio communications system, increase first responder safety and increase the safety of the citizens and visitors of Stephenville. In addition, the GRRN and utilization of purchased L-3Harris equipment and technology will create interoperability between local agencies that is currently non-existent. SPD also retained the services of Trott Communications Group to provide technical expertise ensuring that our needs and requirements would be adequately and competitively delivered through joining the GRRN. The attached Systems Purchase Agreement formalizes this process and secures the attached pricing summary.

FISCAL IMPACT SUMMARY:

Contract execution by December 15, 2021, is \$1,356,881.10 which contains the GRRN Discount of \$555,047.49 and a contract signing discount of \$153,287.60. The amount remains below the 2021-2022 budgeted total.

ALTERNATIVES

Continue to utilize our current system.

PRICING SUMMARY

L3Harris is pleased to provide the City of Stephenville, Texas, with the following firm fixed price proposal. Pricing is valid until December 17, 2021. The L3Harris pricing assumes, and this proposal is made subject to the condition that the City of Granbury, Texas, and the City of Stephenville, Texas, have entered into an Interlocal Agreement allowing L3Harris to access and upgrade the Granbury P25 System for the purposes of the City of Stephenville’s shared usage. If, after executing a contract with L3Harris for the P25 radio system pursuant to this proposal, the City of Stephenville has not entered into such an Interlocal Agreement with the City of Granbury within 30 days of contract execution, L3Harris shall be entitled, with respect to the contract between L3Harris and the City of Stephenville, to an equitable adjustment to the contract schedule, price, or both.

P25 SITE ADD	QTY	PRICE (USD \$)
VIDA Network Core Licenses	Lot	\$36,193.00
Site Interface Equipment	Lot	\$31,005.26
VIDA Edge	1	\$15,173.70
700 MHz P25 Trunking MASTR V Base Stations	4	\$119,547.05
Antenna System	Lot	\$32,150.75
Dispatch Interface Equipment	Lot	\$4,796.68
Symphony Consoles	3	\$164,536.50
XL-200M Backup Control Stations	3	\$24,304.56
Interop Pathway & Gateway	Lot	\$42,225.88
MPLS Equipment	2	\$21,431.32
UPS (Includes Install)	Lot	\$24,956.64
P25 SITE ADD SUBTOTAL		\$516,321.34
PROFESSIONAL SERVICES	QTY	PRICE (USD \$)
Program Management	Lot	\$155,550.00
Engineering Services	Lot	\$159,240.00
Staging & Freight	Lot	\$8,990.00
Infrastructure Installation	Lot	\$31,953.00
Antenna Hanging	Lot	\$27,500.00
Coverage Characterization	Lot	\$9,967.00
Coverage CATP and Guarantee	Lot	\$19,800.00
Training	Lot	\$19,075.00
Premium Warranty (Year 1)	Lot	\$13,225.00
PROFESSIONAL SERVICES SUBTOTAL		\$445,300.00

SUBSCRIBER UNITS	QTY	PRICE (USD \$)
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, Ext Warranty 3-Yr, Single Key Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	20	\$172,376.20
XL-200M Mobile , Multi-band VHF+7/800 MHz, LTE, In-Band GPS, Ext Warranty 3-Yr, Encryption, Phase 2 TDMA, P25 Trunking, Mounting Kit, Microphone, Antenna & Roof Mount Antenna, Mobile Speaker, Control Unit, BeOn	25	\$228,327.25
XL-200P Portable , Dual Band VHF+7/800, In-Band GPS, Ext Warranty 3-Yr, NIFOG, P25 Phase 2 TDMA, Encryption Lite, P25 Trunking, 3100 MAH LI-ION Battery, Helical Antenna, C1D2 Speaker Mic, Leather Case, 2-Bay Charger, BeOn, spare 3100 MAH LI-ION Battery	50	\$341,326.00
XL-400P Portable , Dual Band VHF+7/800, Ext Warranty 3-Yr, NIFOG, Single Key Encryption, P25 Phase 2 TDMA, P25 Trunking, LI-ION EXTRM Battery, Helical XTRM Antenna, C1D2 Speaker Mic, Metal Belt Clip, 1-Bay XTRM Charger, BeOn, Spare LI-ION XTRM Battery	35	\$361,565.40
SUBSCRIBER UNITS SUBTOTAL		\$1,103,594.85
SYSTEM TOTAL		\$2,065,216.19
Granbury Regional Radio Network Discount*		(\$555,047.49)
Contract Signing Discount**		(\$153,287.60)
PROJECT TOTAL		\$1,356,881.10

OPTIONAL ITEMS	QTY	PRICE (USD \$)
MAP Base Package 1, 1-100 SQ. Miles	1-year Subscription	\$37,000.00
PC & Monitor for Live Earth	Lot	\$1,098.90
CATP (In-Building)	Lot	\$30,000.00

Additional Terms & Conditions:

State and Local taxes not included.

*Discount Pricing is reflective of joining the Granbury Regional Radio Network.

**Contract must be fully executed by December 15, 2021.

SYSTEM PURCHASE AGREEMENT

BETWEEN

**THE CITY OF STEPHENVILLE, TEXAS
(Buyer)**

and

**L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT
(Seller)**

DATE: , 2021

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- B. SOFTWARE LICENSE AGREEMENT

SYSTEM PURCHASE AGREEMENT

THIS SYSTEM PURCHASE AGREEMENT (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 2021 (“Effective Date”), by and between The City of Stephenville, Texas (hereinafter referred to as “Buyer”) and L3Harris Technologies, Inc., a Delaware corporation, acting through its Communication Systems Segment (hereinafter referred to as “Seller”) together the (“Parties”).

WITNESSETH:

WHEREAS Seller, whose address is 221 Jefferson Ridge Parkway, Lynchburg, VA 24501, delivered a proposal (collectively, the “Seller's Proposal”) to provide the radio communication System and services.

WHEREAS Buyer has selected Seller's Proposal and now desires to contract with Seller to provide Buyer with the radio communications System and services set forth in the Statement of Work attached to this Agreement as an exhibit.

WHEREAS Buyer and Seller desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Buyer and Seller as follows:

SECTION 1. DEFINITIONS:

As used herein, the terms set forth below shall have meanings set forth below.

- A.** “Acceptance” shall mean Acceptance of the System as set forth in the Testing and Acceptance section of this Agreement.
- B.** “Acceptance Date” shall mean the date the System is accepted or deemed accepted as set forth in the Testing and Acceptance section of this Agreement.
- C.** “Acceptance Tests” shall mean the testing procedures attached to the Statement of Work and mutually agreed upon by Buyer and Seller to be performed to determine whether the System has met the Acceptance criteria either set forth in the Statement of Work attached to this Agreement as an exhibit or as mutually agreed upon in writing by Buyer and Seller.
- D.** “Certificate of Insurance” shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller.
- E.** “Change Order” shall mean a written modification to the Total Agreement Price, Project Schedule or other Agreement terms which is signed by both Parties.
- F.** “Detailed Design Documents” shall mean those documents deliverable by Seller to Buyer at the conclusion of the Detailed Design Review described in the subsection Detailed Design Review under the Project Management Planning section of this agreement.
- G.** “Detailed Design Review” or “DDR” shall have the meaning given in the subsection Detailed Design Review under the Project Management Planning section of this agreement.

- H.** “Documentation Deliverables” shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit and this Agreement.
- I.** “Effective Date of the Agreement” shall be the date on which the Agreement is signed by the last of the parties to sign the Agreement. The “Effective Date” shall be the date inserted on the first page of the Agreement.
- J.** “Expiration Date” shall mean the date on which the Term of this Agreement shall end which shall be the end of the Warranty Period (as defined in the Warranty Section) except that some other sections of this Agreement may have a later end date for that section of the Agreement as specifically provided in those sections of this Agreement.
- K.** “Hardware” shall mean, collectively, the Terminal Hardware and Infrastructure Hardware, as defined below.
- L.** “Infrastructure Hardware” shall mean the equipment, goods, and materials to be supplied by Seller for the System infrastructure, as further described in the Statement of Work attached to this Agreement as an exhibit.
- M.** “Project Kick-Off Meeting” shall have the meeting given in the Project Management and Planning section of this Agreement.
- N.** “Project Manager” shall mean each respective Party’s duly authorized representative designated to manage each Party’s obligations.
- O.** “Project Schedule” shall mean the schedule attached to the Statement of Work or otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work attached to this Agreement as an exhibit.
- P.** “Project Sites” shall mean those sites where any construction work is performed or any Infrastructure Hardware is installed under the terms of this Agreement. The term “Project Sites” will include all of the Tower Sites (as defined below).
- Q.** “Responsibility Matrix” shall mean the table included in the Statement of Work attached to this Agreement as an exhibit, which depicts the roles and responsibilities of Seller and Buyer set forth this Agreement.
- R.** “Services” or “Work” shall mean the services and work to be provided by Seller to Buyer included in the Statement of Work attached to this Agreement as an exhibit.
- S.** “Software” shall mean the proprietary computer software of Seller as owned exclusively by Seller or Seller’s suppliers, as appropriate, and as further defined in and licensed to Buyer pursuant to the terms of the Software License Agreement.
- T.** “Software License Agreement” shall mean the System Software License Agreement set forth in an exhibit attached to this Agreement.

- U. “Statement of Work” shall mean the description of the work to be performed by Seller to deliver the Hardware, install the System and provide the Services, all as described in an exhibit attached to this Agreement.
- V. “System” shall mean the radio communications System comprised of the Hardware and Software to be furnished by Seller to Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit.
- W. “Terminal Hardware” shall mean mobile units, portable units, control stations and related accessories to be provided by Seller as listed in the Statement of Work attached to this Agreement as an exhibit.
- X. “Total Agreement Price” shall mean the price of the Hardware, the Software license and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in the Statement of Work attached to this Agreement as an exhibit and this Agreement.
- Y. “Tower Sites” shall mean those sites where Infrastructure Hardware will be installed on existing or new towers as included in the Contractor’s Statement of Work and to be finalized in the Detailed Design Documents or subsequent Change Orders.

SECTION 2. SCOPE OF WORK:

- A. Seller shall furnish, deliver and install the Hardware and Software for the System and provide the Documentation Deliverables and Services in accordance with the terms of the Statement of Work, attached to this Agreement as an exhibit, the Project Schedule and this Agreement.
- B. The Detailed Design Documents, as described in the Project Management and Planning section of this Agreement and as amended from time to time in writing by the Parties, shall be incorporated into this Agreement after the Detailed Design Documents are approved by the Buyer and thereafter shall supersede any contrary provisions in the Statement of Work attached to this Agreement as an exhibit.
- C. Seller shall commence, carry on and complete its obligations under this Agreement with all deliberate speed in accordance with the dates set forth in the Project Schedule and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, Seller agrees to cooperate with the various departments, agencies, employees and officers of Buyer.
- D. Seller agrees to secure at Seller's own expense all personnel necessary to carry out Seller's obligations under this Agreement. Such personnel shall not be deemed to be employees of Buyer nor shall they or any of them have or be deemed to have any direct contractual relationship with Buyer. Seller expressly understands and agrees that the Seller is and shall in all respects be considered an independent contractor.

SECTION 3. PROJECT MANAGEMENT AND PLANNING:

- A. **Project Managers.** Seller shall designate a Project Manager who will lead the Seller’ team for the System installation project and other Services and Work described in this Agreement (the “Project”) and will serve as the Buyer’s primary point-of-contact for Seller’s project team and the official liaison between Seller’s project team and Buyer. Buyer shall designate a Project Manager to function as the single point-of-contact and official liaison between Seller’s Project Manager and the Buyer.

- B. Project Completion Dates.** The Project completion dates are described in the schedule included in the Statement of Work, entitled “Project Schedule.” The Project Schedule may only be modified by mutual written approval of the Parties or as otherwise provided in this Agreement.
- C. Project Kick-off Meeting.** Promptly after the Effective Date of the Agreement, the Seller’s Project Manager shall schedule a Project Kick-Off Meeting, the timing and location of which will be mutually agreed upon by Seller and Buyer. The objectives of this meeting include introduction of all project participants, review of the roles of the project participants, review of the overall project scope and objectives, review of the resource and scheduling requirements and review of current site status.
- D. Site Visits.** All existing towers, shelters and associated equipment provided by or mandated by Buyer shall be satisfactory in all manners to accommodate the System proposed by the Seller. Following the Effective Date of the Agreement, the Buyer shall provide Seller with access to all Project Sites upon reasonable notice to allow Seller to thoroughly examine each Site and to perform the Detailed Design Review, to prepare a schedule of preparatory work required for each site and a timeline for completion of the preparatory work at each site.
- E. Construction Management Services, Site Preparatory Work.** Seller shall perform the civil construction services set forth in the Statement of Work and the Responsibility Matrix including, but not limited to, the site improvement civil construction to be performed at the identified sites. Buyer shall identify and disclose to Seller any and all problems or conditions at all Project Sites of which Buyer is aware that may affect the Work to be performed by Seller under this Agreement.
- F. Detailed Design Review.** The Detailed Design Review (“DDR”) phase will commence after the Effective Date of the Agreement, and conclude at a mutually acceptable time to maintain adherence to the Project Schedule. During the DDR, Seller’s Project Manager will meet with Buyer’s project team on one or multiple occasions to review the System design, technical data, and site specific information to confirm and to refine the System and Tower Sites. At the conclusion of the DDR, Seller will provide Buyer with the following documents (the “Detailed Design Documents”) for review and approval by Buyer:
- Final Siting Plans
 - Project Schedule
 - Engineered Site plans (sufficient for the Buyer to obtain required zoning approvals) and construction drawings for each site.
 - Shelter Floor Plan Drawings
 - Rack Elevation Drawings
 - System Block and Level Diagrams
 - Power and HVAC Loads
 - Antenna Network Diagrams
 - Site Frequency Plans (including spectrum analysis and intermodulation studies of existing and proposed frequencies at each site).
 - TX Combiner Plan by Site
 - Network Backhaul Plans
 - Any other documents as mutually agreed upon by the parties

Buyer shall have fourteen (14) days to conduct its review of the above documents. Approval of Detailed Design Documents by the Buyer shall not be unreasonably withheld, conditioned or delayed.

- G. Project Schedule.** The Project Schedule for the Work is included in the Statement of Work, as an attachment entitled “Project Schedule.” Updates to the start dates and durations will be made as the information evolves and will be mutually agreed upon by both parties or updated as otherwise provided herein.
- H. System Implementation Communications.** Seller and Buyer shall jointly establish a plan that defines regular meetings, reporting structure, and other communications activities, including working sessions that may be needed throughout the term of this Agreement to plan sub-tasks, including at a minimum: (a) one or more DDR meetings to communicate the final engineering design; (b) formal monthly reports to Buyer’s Project Manager concerning work in progress and accomplishments; (c) periodic status meetings at which the parties’ Project Managers and other project participants will provide updates; (d) conference calls with Seller’s and Buyer’s project teams to discuss tasks, assign responsibility, and establish schedules; and (e) workshops or working sessions that may be needed throughout the Project to plan subtasks.
- I. Buyer Approvals.** Buyer will review and respond with reasonable promptness to all submittals or other items requiring its approval under this Agreement. For all such submittals or other items Buyer will provide the Seller with either; (i) written notification of Buyer's approval, or (ii) a written notification of conditional approval subject to Seller providing prompt correction of any noted deficiency, or (iii) in the case of a submittal that does not meet the requirements of the Agreement, a written notification of Buyer's disapproval. Buyer's disapproval notification will be provided with reasonable detail to sufficiently advise Seller of the basis on which the submittal was determined to be unacceptable. Buyer agrees that, except as otherwise provided, failure to provide approval, conditional approval or non-approval of a submittal for which its approval is required within fifteen (15) days of receipt of the submittal from the Seller shall constitute approval of the submittal. The parties agree that this section, Project Management and Planning, does not relate to the Testing and Acceptance procedures in the Testing and Acceptance section of this Agreement.

SECTION 4. OBLIGATIONS FOR SYSTEM IMPLEMENTATION:

The following subsections apply to the Work to be performed under the Agreement.

- A. Project Management and Implementation Plan.** Buyer and Seller each agree to perform their respective tasks and obligations pertaining to permits and licenses, Project Site surveys, general Project Site-related responsibilities, general Hardware-related responsibilities, and Project Site-specific responsibilities as set forth in the Statement of Work. The Buyer's obligations set forth in the Statement of Work shall be performed by Buyer in a timely and proper fashion in accordance with the Project Schedule, or as otherwise agreed upon by Buyer and Seller, to allow Seller to timely perform its obligations under the Agreement.
- B. Access.** Buyer shall provide access, at no cost to Seller, to all owned, leased, or licensed Project Sites at reasonable times, and with an escort (if required) at no charge, upon reasonable prior notification from Seller. Buyer shall ensure sufficient room, within reason, for construction vehicles used by Seller. Buyer shall issue temporary identification cards to Seller’s personnel and its authorized subcontractors, if required, for access to any of the Project Sites.

- C. **Changes in Sites.** Any sites where Seller will operate and perform System installation under the terms of this Contract must be approved by Buyer, which approval shall not be unreasonably withheld, delayed or conditioned. Should Buyer direct an addition to, removal from, or modification of the list of sites as detailed in this Agreement that affects Seller's cost or schedule or System performance, including, but not limited to coverage, the parties agree that such change shall entitle Seller to a Change Order and each Party shall attempt, in good faith to fully negotiate and execute such Change Order prior to commencement of the Work at the changed site.
- D. **Preparatory Work on Sites.** Notwithstanding anything to the contrary contained in this Agreement, the parties agree that some Project Sites may require tower replacement or modifications, as well as related permitting and licensing for Work and/or obtaining physical real estate space. As stated in the Responsibility Matrix, Buyer shall be responsible for securing all necessary site zoning, site access, or other permits (including but not limited to easements, impact studies, planning commission approval, variances, etc.) necessary for the Work, whether required by federal, state, or local authorities, with Seller assisting by providing information and any required civil engineering drawings. Buyer shall also have the responsibility to secure by lease, purchase, easement or otherwise all rights and access to selected sites or additional real estate as may be required. Buyer also shall be responsible for paying all utility charges to the appropriate utility for providing utility services to the System installation areas. The Parties agree to mitigate the need for tower replacement or modification to the extent practical. If any unanticipated tower replacements or modifications become necessary, Seller is entitled to an extension of time for any impacted activities and/or an equitable adjustment to the Contract Price to maintain the Project Schedule.
- E. **Frequency Federal Communications Commission (FCC) Licensing.** The Buyer will be responsible for obtaining all FCC frequency licenses for the System, with Seller providing technical assistance and information as set forth in the Statement of Work. Seller has no responsibility or obligation to secure licensed frequencies. In the event Buyer fails to obtain FCC licenses, and such failure has a material impact on the cost of Work performed by Seller under the Agreement and/or the Project Schedule, the parties agree that Seller shall be entitled to an equitable adjustment to the Project Schedule, the Total Agreement Price, or both and that a Change Order shall be agreed to by the parties.
- F. **Federal Aviation Administration (FAA) Approvals.** Buyer will be responsible for obtaining all FAA approvals for newly-constructed or modified towers.
- G. **Contractor Licenses.** Seller will be responsible for obtaining all contractor licenses required for the performance of its duties and obligations.

SECTION 5. DELIVERY, TITLE AND RISK OF LOSS:

- A. **Infrastructure Hardware.** Seller shall ship the Infrastructure Hardware to Buyer at Seller's expense on or before the dates set forth in the Project Schedule. Partial deliveries shall be permitted. Upon delivery to the Buyer's designated location, title to each portion of the Hardware and all risk of loss or damage shall pass to Buyer. Infrastructure Hardware may be shipped directly to Buyer or to a mutually agreed upon staging or storage location. Buyer shall keep the Hardware fully insured for the total amount of all monies then due, or yet to become due, to Seller with respect to this Agreement.
- B. **Terminal Hardware.** Seller shall ship the Terminal Hardware to Buyer at Seller's expense on or before the dates set forth in the Project Schedule. Partial deliveries shall be permitted. Upon delivery

to the Buyer's designated location, title to each portion of the Hardware and all risk of loss or damage shall pass to Buyer.

- C. If Buyer fails to take delivery of any of the Hardware, Seller may place such Hardware in storage at the place of manufacture or elsewhere. In such event: (1) Seller shall notify Buyer of the placement of any Hardware in storage; (2) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer; (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefore; and (4) promptly upon submission of Seller's invoices therefore Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

SECTION 6. PRICE:

The Total Agreement Price to be paid by Buyer to Seller is [REDACTED] United States Dollars (\$ [REDACTED]). The individual prices for the units of Hardware, the Software license and the Services to be performed are as set forth in the Price Schedule as an attachment to the Statement of Work.

SECTION 7. TAXES:

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any Hardware or Services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

SECTION 8. CHANGES AND ADDITIONS:

- A. **Hardware Changes.** In the event of any change in the Hardware as a result of the imposition after the Effective Date of this Agreement of any requirements by any federal, state, or local government, Seller shall be entitled to an equitable adjustment, by Change Order, in the Total Agreement Price, the Project Schedule, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.
- B. **Buyer Requested Changes.** Buyer may request changes in or additions to the Work or in the time or place of performance of the Work under this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Work under this Agreement, Seller shall be entitled to an equitable adjustment, by Change Order, in the Total Agreement Price, the Project Schedule, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.
- C. **Buyer Delays In Performance.** To the extent that Buyer fails to timely perform its obligations under the Responsibility Matrix or otherwise under this Agreement, and such failure has a material impact on the cost of Work performed by Seller under the Agreement and/or the Project Schedule, the Parties agree that Seller shall be entitled to an equitable adjustment to the Project Schedule, the Total Agreement Price, or both. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.

- D. Concealed Conditions.** If, following Buyer's Acceptance of the Detailed Design Documents, Seller encounters a concealed condition, of which it had no reason to be aware, at one or more Project Sites, then the Parties agree to work together to determine the best course of action and agree to negotiate in good faith a Change Order and an equitable adjustment to the Project Schedule and/or Total Agreement Price. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto.
- E. Product Discontinuance.** Subject to its obligation to fulfill its obligations set forth in the Agreement, Seller reserves the right to change or to discontinue any product covered by the Agreement provided that Seller agrees to make available to the Buyer a functionally equivalent replacement product equal to or better than the product discontinued.
- F. Frequency Support and Frequency Changes.** Seller shall reasonably support Buyer in submitting the Buyer's frequency licensing applications to the regional authorities and the FCC for this project. In the event that, after all commercially reasonable efforts and due diligence have been expended, the Buyer cannot obtain all of the necessary United States and Canada government approvals for the frequency plan as described in this Statement of Work and this Agreement, it shall be treated as an excusable delay event pursuant to the Excusable Delays section of this agreement for which an extension to the Project Schedule shall be granted, and Seller will diligently and expeditiously prepare and provide to Buyer a System re-design for its review and approval including all price and Project Schedule changes. Notwithstanding anything to the contrary contained in the Agreement, the Parties agree if a System re-design has a material impact on the cost of Work performed by Seller under the Agreement and/or the schedule, the Parties agree that that Seller may be entitled to an equitable adjustment to the Total Agreement Price and/or the Project Schedule for Seller's services on any such System re-design. Any such adjustment in the Total Agreement Price or Project Schedule shall be mutually satisfactory to Buyer and Seller. Price increases and/or extensions of time shall not be binding upon either Party unless and until evidenced by a Change Order signed by the parties hereto. In the event that Buyer and Seller cannot mutually agree on the System re-design, either party may then terminate the Agreement on thirty (30) days written notice to the other Party.

SECTION 9. PAYMENTS:

- A.** The Total Agreement Price for the Hardware, the Software license and the Services shall be paid by the Buyer to Seller as follows:
- A.1. Infrastructure Hardware:**
1. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of the signing of the Agreement by the Buyer and Seller.
 2. Ten percent (10%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of the first System design review meeting.
 3. Twenty percent (20%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of Infrastructure Hardware factory staging as described in the project schedule.
 4. Thirty percent (30%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due at the time of Infrastructure Hardware shipment and delivery to Buyer. Partial payments of the total

Infrastructure Hardware amount due under this subparagraph shall be allowed and shall be calculated using the value of the Infrastructure Hardware shipped and delivered as a percentage of the total value of the Infrastructure Hardware to be shipped and delivered under the terms of this Agreement. The Buyer shall have the right to inspect and confirm that the Infrastructure Hardware included in Seller's invoice has been delivered to Buyer.

5. Fifteen percent (15%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due upon substantial completion of the Hardware installation (exclusive of the mutually agreed upon value of any punchlist items).
6. Fifteen percent (15%) of the Total Agreement Price (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) plus any remaining unpaid portion of the Total Agreement Price for all Hardware, Software and Services to be provided under the terms of this Agreement (excluding the aggregate price of the Terminal Hardware included in the Total Agreement Price) shall be due upon final Acceptance of the System.

A.2. Terminal Hardware:

1. One Hundred Percent (100%) of the purchase price of Terminal Hardware shall be invoiced upon shipment of unit on a per unit basis.

B. Invoices and Electronic Funds Transfer

Unless otherwise agreed by the parties, Seller shall electronically submit invoices using Seller's standard invoice template. Buyer shall pay all invoices via Electronic Funds Transfer ("EFT") directly to Seller's banking institution using Seller's banking information and EFT instructions below.

L3Harris Technologies, Inc.
 Bank of America, New York, NY 10038
 Account No.: 4451124230
 Routing/ABA (ACH ONLY): 111000012
 Routing/ABA (Wire ONLY): 026009593

C. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Seller's invoice.

D. Other Amounts

Any other amounts due Seller hereunder shall be due upon Buyer's receipt of Seller's invoice.

E. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

SECTION 10. SUBCONTRACTING:

Seller may subcontract any portion of Work to be performed by Seller hereunder provided that Seller shall be responsible for the performance and Work of any such subcontractors.

SECTION 11. EXCUSABLE DELAYS:

- A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to: (1) causes beyond Seller's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances, or (4) Buyer Delays in Performance of its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement by Seller or occurs after delays in Seller's performance of its obligations due to other reasons.
- B. In the event of any delay or failure excused by this Section Excusable Delays, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay.

SECTION 12. SELLER'S INSURANCE:

- A. In order to protect itself and Buyer, its officers, boards, commissions, agencies, employees and representatives under the indemnity and other provisions of this Agreement, Seller shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies issued by a company or companies authorized to do business in the State of and licensed by the Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. Within ten (10) days after execution of this Agreement, Seller shall furnish Buyer with a Certificate of Insurance listing Buyer as an additional insured. Seller shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. Seller shall furnish Buyer, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that Seller shall furnish the Buyer with a 30-day notice of cancellation or renewal. Seller shall furnish evidence of adequate Worker's Compensation Insurance.
- B. In case of any sublet of Work under this Agreement, Seller shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage substantially equal to that required of Seller.
- C. The parties do hereby expressly agree that Buyer, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this section Seller's Insurance, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Buyer's Risk Manager taking into account the nature of the Work and other factors relevant to Buyer's exposure, if any, under this Agreement.

SECTION 13. TESTING AND ACCEPTANCE:

- A. Seller shall notify Buyer that the System is ready for Acceptance Tests at least ten (10) days before commencement of the Acceptance Tests. Buyer and Seller shall jointly commence the Acceptance Tests on the date specified in Seller's notice (or other mutually agreeable date) and a representative of Seller and a representative of Buyer shall sign off on the form provided as part of the test procedure

whether each item of the test was passed or failed. If the System does not fulfill the requirements of the Acceptance Tests, Seller shall correct the defects at no additional cost to Buyer as soon as practicable. Upon correction of the defects the Acceptance Tests for the applicable part of the System shall be repeated in accordance with the procedures set forth in this Section. Successful completion of the Acceptance Test is the sole criterion for Acceptance of the System and the initiation of the Warranty Period. Final System Acceptance shall occur when the Hardware and Software for the System, Documentation Deliverables and Services have been furnished, delivered, installed and the Acceptance Tests have been passed.

- B.** Notwithstanding the Acceptance testing of the System set forth in subsection A above, if Buyer commences use of any portion of the System for its intended purpose, other than for the express purpose of training or testing as mutually agreed upon by Seller and Buyer in writing, prior to System Acceptance, the applicable portion of the System shall be deemed accepted by Buyer. The final payment for the applicable portion of the System shall be due and payable upon such Acceptance. The Warranty Period for the applicable portion of the System put into use together with the associated installation Services shall be deemed to have commenced concurrently with the use of the applicable portion of the System for its intended purpose. The use of the applicable portion of the System for its intended purpose shall be deemed to have occurred when Buyer commences to use and rely primarily on the applicable portion of the System for its communications.
- C.** As used in the Agreement, the term “Acceptance Date” shall mean and “Acceptance” of the System shall be deemed to occur upon the earlier of: (1) the date on which the System is deemed accepted pursuant to subsection (A) above, or (2) the date on which the System is deemed accepted pursuant to subsection (B) above.
- D.** Buyer and Seller agree that in the process of completing the Acceptance Tests, most if not all of the Acceptance Tests can be successfully completed with only a minor number of punchlist items remaining to be completed. In such event, Buyer and Seller shall mutually (and reasonably) agree upon the punchlist items to be completed, the value of those items and that “Conditional Acceptance” of the System has occurred. For the purpose of initiating the Warranty Period, satisfying the Project Schedule requirements and the release of any retained funds (other than the value of the punchlist items) conditional Acceptance shall constitute “Acceptance” of the specific portion or phase of the System. Conditional Acceptance shall not, however, release Seller from its obligations to complete the remaining punchlist items by the dates set forth on the punchlist schedule.
- E.** Terminal Hardware shall be deemed accepted upon Buyer’s receipt of delivery at a Buyer-controlled facility, together with a bill of sale or other reasonably requested evidence of title.

SECTION 14. SOFTWARE LICENSE.

Subject to the terms and conditions of the Software License Agreement attached hereto as an exhibit to this Agreement, Buyer is granted a license to use the Software only in conjunction with the System purchased under this Agreement. “Software” means the “Licensed Programs” as defined in the Software License Agreement.

SECTION 15. COVERAGE:

Seller’s representations concerning the distance at which usable radio signals will be transmitted and received by Hardware supplied hereunder are set forth in the Statement of Work. Coverage for the System shall be measured as provided in the Testing and Acceptance section of this Agreement.

SECTION 16. WARRANTIES:

A. Hardware and Services

Seller warrants for the following periods of time from the Acceptance Date (hereinafter referred to as the “Warranty Period”), that the Hardware and installation Services furnished by Seller under this Agreement shall be free from defects in material and workmanship and shall conform to the Agreement specifications. Any Services provided during the Warranty Period are set forth in the Statement of Work. Any and all claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period.

1. for mobile and portable radios, twenty-four (24) months.
2. for Unity® model mobile and portable radios, thirty-six (36) months.
3. for all other Hardware, one (1) year.

B. For purposes of this Warranty the batteries supplied by Seller shall be deemed defective if: (1) the battery capacity is less than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the Warranty Period. This warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Hardware for which it is specified.

C. During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure. Seller shall, at Seller's sole option, (1) repair any defective component of the Hardware, or (2) furnish necessary repaired, refurbished, or replacement parts, or (3) correct the faulty installation. Seller will be responsible for all shipping charges incurred in returning defective parts to Seller's facility and the shipping charges to return repaired, refurbished, or replacement parts to Buyer. Any such repair or replacement of the defective component or the redoing of any installation shall not extend the Warranty Period. All warranty work must be at the Seller's place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment.

D. Any additional purchases of equipment, including radios, and installation services which may be purchased by Buyer and delivered or performed by Seller after System Acceptance, shall be warranted on the same terms, limitations, and exclusions as are set forth herein, except that the warranty on the equipment and installation services shall be for a period of two (2) years for additional Terminal Hardware items from the date of delivery of that item of equipment, one (1) year for additional Infrastructure Hardware items from the date of delivery of that item of equipment, and one (1) year from the date of completion of that installation service.

E. Seller's obligations shall not apply to: (1) Hardware or components thereof which are normally consumed in operation, or, or (2) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (3) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (4) Hardware or installations altered or repaired by any party other than Seller without Seller's prior written consent.

F. Coverage Warranty. Notwithstanding the other provisions of this Section Warranties, Seller's only Warranty as to radio coverage is that the System, prior to Acceptance, shall have successfully passed the coverage tests in the Acceptance Test Plan.

G. Software

The warranty for the Software is set forth in the Software License Agreement.

- H.** THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION AND IN THE SOFTWARE LICENSE AGREEMENT CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE HARDWARE, SOFTWARE AND SERVICES AND THE BUYER'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

SECTION 17. INTERFERENCE:

Radio System coverage and performance are subject to degradation or disruption due to anomalous propagation and interference by natural phenomena or other radio Systems ("Outside Interference"). Seller cannot be responsible for Outside Interference over which the Seller has no reasonable control. In the event of a case of degradation or disruption due to Outside Interference by natural phenomena or an outside party, Seller will provide engineering support to Buyer at Buyer's expense to support Buyer's efforts in investigating and resolving the Outside Interference.

SECTION 18. INDEMNIFICATION:

- A.** Seller shall be responsible for and agrees to indemnify, hold harmless and defend the Buyer and its boards, commissions, agencies, officers and employees from and against all liability, losses, damages, costs or expenses which the Buyer and its boards, commissions, agencies and employees may sustain, incur or be required to pay by reason of third party claims, demands and causes of action for damages resulting from personal injuries, loss of life or damage to tangible property to the extent resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller in writing as soon as practical of any third party claim, demand or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend or settle such claim, demand or cause of action. The obligations of Seller under this paragraph shall survive the expiration or termination of this Agreement.
- B.** Buyer shall be responsible for and agrees to indemnify, hold harmless and defend the Seller and its board of directors, officers and employees from and against all liability, losses, damages, costs or expenses which the Seller and its board of directors, officers and employees may sustain, incur or be required to pay by reason of third party claims, demands and causes of action for damages resulting from personal injuries, loss of life or damage to tangible property to the extent resulting from the willful misconduct or negligent acts or omissions of the Buyer and its boards, commissions, agencies, employees and subcontractors. Seller agrees to notify Buyer in writing as soon as practical of any third party claim, demand or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend or settle such claim, demand or cause of action. The obligations of Buyer under this paragraph shall survive the expiration or termination of this Agreement.

SECTION 19. PATENTS:

- A.** Seller warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance and exclusive authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (1) procure for Buyer the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use). The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Agreement.
- B.** The preceding subsection (A) shall not apply to: (1) any portion of the System which is manufactured to Buyer's design, or (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C.** THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

SECTION 20. LIMITATION OF LIABILITY:

- A.** Except for Seller's liability to third parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Agreement, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed the amount paid by Buyer allocable to the particular item of Hardware, Software or Service which gives rise to the claim. Except as to title, any such liability shall terminate upon the expiration of the Warranty Period.
- B.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.
- C.** Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Agreement, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within one (1) year after the cause of action accrued or it shall be deemed waived or barred.

- D.** The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement.
- E.** The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Agreement.

SECTION 21. REMEDIES:

- A.** In the event of a material breach of this Agreement by Seller which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Seller by Buyer, Buyer shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its payment obligations under the Agreement for as long as the breach continues uncorrected; or (2) terminate this Agreement by written notice to Seller if the breach remains uncorrected. The following shall constitute material breaches of this Agreement:
1. violation by Seller of any State, Federal or local law, or failure by Seller to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 2. failure by Seller to carry applicable licenses or certifications as required by law.
 3. failure of Seller to comply with reporting requirements contained herein.
 4. inability of Seller to perform the Work provided for herein.
- B.** In the event of: (1) any failure by Buyer for thirty (30) or more days to make any payment when due, or (2) any other material breach of this Agreement by Buyer which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Buyer by Seller, Seller shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either: (1) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected; or (2) terminate this Agreement by written notice to Buyer if the breach remains uncorrected.
- C.** In the event of a termination under this Agreement as provided herein, all Services performed and finished and unfinished Hardware and Documentation Deliverables produced or made by Seller for Buyer, up to and including the date of termination, shall become the property of Buyer and Seller shall be entitled to receive full price accrued up to the point of termination, for any such Services performed and finished and unfinished Hardware and Documentation Deliverables. Notwithstanding the above, Seller shall not be relieved of liability to Buyer for damages sustained by Buyer by virtue of any breach of this Agreement by Seller described in subsection A above and, after providing Seller with written notice of breach as set forth in subsection A, Buyer may withhold any payments to Seller for the purpose of set-off of any damages, as agreed upon or finally adjudicated, against such payment.

SECTION 22. CONFIDENTIALITY:

- A.** During the term of this Agreement, it is anticipated that one party (hereafter the “Disclosing Party”) may disclose to the other party (hereafter the “Receiving Party”) information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which: (1) has been designated in writing by the Disclosing Party as confidential or proprietary, or (2) is of the type that the Receiving Party customarily treats as

confidential or proprietary, and which is furnished by the Disclosing Party to the Receiving party in contemplation of or under this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.

- B.** The provisions of the preceding subsection shall not apply to any Information which:
 1. is or shall become publicly available without breach of this Section Confidentiality, on the part of the Receiving Party;
 2. is already known by the Receiving Party prior to receipt from the Disclosing Party;
 3. is independently developed by the Receiving Party;
 4. is rightfully obtained by the Receiving Party from third parties without restriction; or
 5. is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.

- C.** The provisions of this Section, Confidentiality, shall survive the expiration or termination of this Agreement.

- D.** The confidentiality obligations of this Section, Confidentiality, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.

- E.** Except as required to fulfill its obligations under this Agreement, Seller will have no obligation to provide Buyer with access to its Confidential Information and/or proprietary information. Under no circumstances will Seller be required to provide any data related to cost and pricing.

SECTION 23. COMPLIANCE:

Seller agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations in effect as of the Effective Date of this Agreement that may in any way affect the Work by Seller hereunder. Any Hardware or Software furnished by Seller under this Agreement shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware or Software as of the Effective Date of this Agreement and shall comply with any amendments thereto which may have come into effect prior to the time such Hardware or Software are delivered provided that the price and, if necessary, delivery of such Hardware or Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

SECTION 24. NOTICES:

Notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service to the parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving party. Either party may change its address by giving notice in writing thereof to the other party.

IF TO BUYER:

Attn: _____

WITH A COPY TO:

Attn: [REDACTED]
IF TO SELLER:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Attn: Fred Goodwin, **Program Manager**

BUYER INVOICE CONTACT:

Attn: [REDACTED]

WITH A COPY TO:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Attn: Jeremy Roe, **Contracts Manager**
SELLER INVOICE CONTACT:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Attn: April Gallagher
434-455-9272 /
april.gallagher@l3harris.com

SECTION 25. ORDER OF PRECEDENCE:

The Statement of Work and the following Exhibits are expressly incorporated herein by reference and, together with this Agreement, constitute the Agreement Documents. In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

1. Amendments to this Agreement
2. This Agreement (not including the Exhibits and documents listed below)
3. Detailed Design Documents
1. **Exhibit A** - Statement of Work, with Attachments
2. **Exhibit B** - Software License Agreement

SECTION 26. TERM:

The term of this Agreement shall commence upon the Effective Date of this Agreement and shall run through the Expiration Date. The term of the Software license is set forth in the Software License Agreement.

SECTION 27. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

SECTION 28. AMENDMENT:

The parties expressly agree that this Agreement shall not be amended in any fashion except in a writing(s) executed by authorized representatives of both parties.

SECTION 29. SEVERABILITY:

The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement.

SECTION 30. WAIVER:

No term of this Agreement may be waived except in a writing signed by the party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Agreement constitute or be construed as a

waiver by Buyer of any breach of the covenants of this Agreement or a waiver of any default of Seller and the making of any such payment by Buyer while any such default or breach shall exist shall in no way impair or prejudice the right of Buyer with respect to recovery of damages or other remedy as a result of such breach or default.

SECTION 31. HEADINGS:

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

SECTION 32. GOVERNING LAW:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, law shall be controlling. Venue for any legal proceedings shall be in any state or federal court in the Commonwealth of Virginia.

SECTION 33. ASSIGNMENT; SUCCESSORS AND ASSIGNS:

This Agreement shall not be assigned nor any interest or obligation in this Agreement transferred by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the above, Seller may assign this Agreement, without consent, (a) in whole or in part, to an affiliate, subsidiary, or authorized reseller or (b) in the event of a change of controlling ownership interest (either directly or indirectly) in Seller or in the event of merger, recapitalization, consolidation, other business combination or sale of all or substantially all of the assets of Seller. In addition, Seller may also assign or transfer, without consent, claims for money due or to become due Seller from Buyer under this Agreement to a bank, trust company or other financial institution if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Seller shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement. Seller shall promptly provide to Buyer notice of any such permitted assignment or transfer without consent.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement.

BUYER
THE CITY OF STEPHENVILLE, TEXAS

SELLER
L3HARRIS TECHNOLOGIES, INC.
ACTING THROUGH ITS
COMMUNICATION SYSTEMS SEGMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Witness:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LIST OF EXHIBITS

- Exhibit A - STATEMENT OF WORK (with Attachments)
- Exhibit B - SOFTWARE LICENSE AGREEMENT

EXHIBIT A

STATEMENT OF WORK

TABLE OF CONTENTS

Attachments to Exhibit A

1. System Description
2. WAN Requirements
3. Coverage Design
4. Implementation Plan
5. Project Schedule
6. Warranty
7. Functional Acceptance Test Procedures
8. Coverage Acceptance Test Procedures
9. In-Building Coverage Report
10. Training Program
11. Pricing Summary

EXHIBIT B**SOFTWARE LICENSE AGREEMENT**

This License Agreement (“License Agreement”) is made upon the Effective Date of the Primary Agreement (the “Effective Date”) between L3Harris Technologies, Inc., a Delaware Corporation, acting through its Communication Systems Segment, (“LICENSOR” or “L3Harris”) with offices at 221 Jefferson Ridge Parkway, Lynchburg, VA 24501 and The City of Stephenville, Texas (“LICENSEE”). LICENSOR is the owner of certain wireless communications software programs and LICENSEE desires to obtain a license from LICENSOR to use such wireless communications programs.

1.0 Definitions.

1.1 **“Designated Systems”**: Means the L3Harris System(s), products, and Designated Terminals purchased by Buyer and identified in the Primary Agreement for which the Licensed Programs and documentation are intended to be used.

1.2 **“Designated Terminals”**: Means the LICENSOR’s Terminals purchased by LICENSEE.

1.3 **“Licensed Programs”**: The term Licensed Programs shall mean the wireless communications computer programs in software or firmware supplied under this License Agreement by LICENSOR in binary object code format to the LICENSEE (stand alone or in conjunction with the purchase of a LICENSOR wireless communications System.) Licensed Programs shall also include all other material related to the Licensed Programs supplied by LICENSOR to LICENSEE hereunder, and which may be in machine readable or printed form, including but not limited to user documentation and/or manuals.

1.4 **“Open Source Software”**: Means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.5 **“Open Source Software License”**: The terms or conditions under which the Open Source Software is licensed.

1.6 **“Primary Agreement”**: The agreement to which this exhibit is attached.

1.7 **“Third Party Software Products”**: Shall mean programs that are not developed by LICENSOR which are licensed / purchased by LICENSOR for inclusion in its products.

2.0 License Grant for Licensed Programs.

2.1 Subject to the Contract and the performance by Licensee of its obligations hereunder, LICENSOR hereby grants to Licensee, and Licensee hereby accepts from LICENSOR, (a) a personal, non-transferable, non-exclusive, perpetual, limited license to use the Licensed Programs in object code format only and (b) install and execute such Licensed Programs on Licensee’s equipment and (c) are to be used for internal business purposes only. All licensed programs under this License Agreement shall only be used in conjunction with the Designated System. This license does not transfer any right, title, or interest in the Licensed Programs. The license granted authorizes Licensee to use the Licensed Programs in object code format and does not grant any rights to source code.

2.2 LICENSEE will not reproduce, modify, or make derivative works of the Licensed Programs, except that LICENSEE may make one archival, and one inactive backup, copy of the Licensed Programs. In addition, LICENSEE, its agents, consultants and/or its subcontractors will not attempt to reverse engineer,

decompile, or reverse-compile any software contained in the Licensed Programs and any attempt to do so shall be a material breach of this License Agreement. With respect to the Licensed Programs, LICENSEE will not alter, deface, discard, or erase any media, documentation, or LICENSOR or Third Party Licensor's trademarks or proprietary rights notices.

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3.0 Protection and Security of Licensed Programs.

LICENSEE acknowledges and agrees that the Licensed Programs and any materials and/or documentation related thereto, and any portion thereof, supplied by LICENSOR hereunder are proprietary and confidential to LICENSOR or applicable third party licensors and are a valuable commercial asset of LICENSOR or their third party owners. LICENSEE also acknowledges and agrees that LICENSOR and/or the third party licensors have and shall retain all proprietary rights in their respective portions of the Licensed Programs and any materials and/or documentation related thereto. LICENSEE (i) shall respect such proprietary rights, (ii) shall protect LICENSOR and any third party licensor's proprietary rights at least to the extent that it protects its own proprietary information, or such (iii) shall not use the Licensed Programs nor any materials or documentation related thereto except for the purposes for which they are being made available as set forth in this License Agreement and (iv) shall not reproduce, print, disclose, or otherwise make said Licensed Programs or materials and/or documentation related thereto available to any third party, in whole or in part, in whatever form, except as permitted in the terms of this License Agreement.

4.0 Warranty

Seller warrants, for the greater of a period of one year or, if a longer Warranty Period for the product containing the Licensed Program is set forth in a Primary Agreement, the longer Warranty Period shall apply commencing with the date of Licensee's Acceptance of their Designated System, that any Licensed Program furnished to Licensee under this License Agreement shall be capable of successfully operating on the Designated System in accordance with the logic defined in the operator's manuals when the System is supplied with correct input data. If, on the basis of evidence submitted to LICENSOR within the term of this warranty, it is shown that any Licensed Program does not meet this warranty, LICENSOR will, at its option, either correct the defect or error in the Licensed Program, free of charge, or make available to Licensee a substitute program. The foregoing warranty is exclusive and in lieu of all other warranties whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SHALL APPLY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY LICENSOR.**

Licensed Programs which have been developed or are owned by a third party licensor and which are sublicensed by LICENSOR to LICENSEE hereunder shall be warranted to LICENSEE only to the extent that the licensor of such sublicensed programs warrants such sublicensed programs to LICENSOR.

In the event that the Licensed Programs do not conform to the representation above, LICENSEE's sole remedy and LICENSOR's sole and exclusive liability shall be to replace such Licensed Programs with the then current released version of such Licensed Programs.

5.0 Limitation of Liability.

5.1 THE LIMITATION OF LIABILITY PROVISION IN THE PRIMARY AGREEMENT SHALL GOVERN THIS LICENSE AGREEMENT AND SECTION 5.2 SHALL NOT APPLY. IF THERE IS NO LIMITATION OF LIABILITY PROVISION IN THE PRIMARY AGREEMENT, SECTION 5.2 SHALL APPLY.

5.2 IN NO EVENT WILL LICENSOR AND/OR ANY THIRD PARTY LICENSOR(S) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF LICENSOR AND/OR ITS THIRD PARTY LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S AND THIRD PARTY LICENSORS', LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT OR THE USE OF THE LICENSED PROGRAMS SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO LICENSOR BY LICENSEE FOR THE PRODUCTS CONTAINING THE LICENSED PROGRAMS.

6.0 Term and Termination.

6.1 LICENSOR reserves the right, in addition to any other remedies it may retain in this License Agreement or may be entitled to in law or equity (including immediate injunctive relief and repossession of all non-embedded Licensed Programs and documentation), to terminate this License Agreement at any time prior to the expiration of any Term in the event LICENSEE breaches any material term or condition or fails to perform or observe any obligations or covenants of this License Agreement and such failure and/or breach is not remedied within thirty (30) days of written notice from LICENSOR.

6.2 Within thirty (30) days after termination or expiration of this License Agreement, LICENSEE will return to LICENSOR all confidential material including but not limited to all copies, partial copies, and/or modified copies (if any) of Licensed Programs and any equipment owned by LICENSOR in LICENSEE's possession.

7.0 Assignment/Transfer.

This License Agreement, the licenses granted hereunder and the Licensed Programs provided to LICENSEE under this License Agreement may not be assigned, sub-licensed, or otherwise transferred by LICENSEE to any third party without LICENSOR's prior written consent, except that this license may be assigned if the Products containing the Licensed Programs are transferred but the new owner or user of the Products may only use the Licensed Programs in accordance with terms of this License Agreement. Subject to the foregoing, any assignee hereunder shall be subject to all of the terms, conditions and provisions of

this License Agreement. Any attempt by LICENSEE to assign, sub-license, or transfer the Licensed Programs, or any of the rights or duties contained in this License Agreement, without LICENSOR's prior written consent shall be void.

8.0 Severability.

If any term or provision of the License Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this License Agreement and the remainder of its provision shall otherwise remain in full force and effect.

9.0 Waiver.

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

10.0 Compliance with Laws.

Licensee acknowledges that the Licensed Programs are subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of L3Harris and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this License Agreement.

11.0 Governing Law.

This License Agreement will be governed by the laws of the United States to extent that they apply and otherwise to the laws of the State of New York. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. The parties expressly agree that the Uniform Computer Information Transactions Act ("UCITA") applicable in any jurisdiction shall not apply to this License Agreement.

12.0 U.S. Government.

If Licensee is the U.S. Government, the Licensed Programs and documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the License Agreement may be incorporated, Customer may provide to Government end user or, if the License Agreement is direct, Government end user will acquire, the software and documentation with only those rights set forth in the License Agreement. Use of either the software or documentation or both constitutes agreement by the Government that the software and documentation are "commercial computer software" and "commercial computer software documentation," and constitutes Acceptance of the rights and restrictions herein.

13.0 Agreement.

This License Agreement may be part of a Primary Agreement between LICENSOR and LICENSEE for the purchased products by LICENSEE from LICENSOR. The Primary Agreement and this License Agreement contain the full understanding of the parties with respect to the subject matter hereof and which supersede all prior understandings and writings relating thereto and which shall become binding on the Effective Date of this License Agreement. No waiver, consent, modification, amendment, or change to the terms of this License Agreement shall be binding unless agreed to in a writing signed by LICENSEE and LICENSOR. If there is any conflict between the terms of the Primary Agreement and this License Agreement as to the Licensed Programs, the terms of this License Agreement will prevail.

14.0 Notices.

Notices shall be provided as set forth in the Primary Agreement. In the event there is no notice provision in the Primary Agreement, notices and other communications between the parties shall be transmitted in writing by certified mail or nationally recognized overnight courier service.

15.0 Survival.

Sections 2, 3, 5, 6, 8, 9, 11, and 13 of this License Agreement shall survive termination of this agreement.
[End of Document]

STANDARD WARRANTY

Warranty Support

L3Harris warrants that hardware and installation services furnished by L3Harris will be free from defect in material and workmanship for a period of one-year (12 months) that will commence upon the acceptance date. During the warranty period, if any component of the hardware or portion of the installation services fails, L3Harris shall examine the failure and remedy by:

1. Repairing any defective component of the hardware;
2. Furnishing any necessary repaired or replacement parts;
3. Correcting the faulty installation at no additional cost to the City of Stephenville (the City).

L3Harris shall perform, at its discretion, all warranty labor at a L3Harris location. Where L3Harris has determined it is not feasible to ship fixed equipment for repair, L3Harris shall repair on premise. Standard warranty response times are standard business days, 8:00 a.m. to 5:00 p.m. Eastern. For additional levels of support, premium services are available.

THIRD-PARTY WARRANTIES

Third-party original equipment manufacturer (OEM) equipment and services are covered as described in the System Purchase Agreement. Throughout the entire warranty and contracted maintenance periods, L3Harris shall act on behalf of the City to coordinate and settle warranty issues with third-party equipment and software companies. As part of the final acceptance, any remainder of warranty from a third-party vendor transfer to the City. If any third-party manufacturer warranty period is greater than one-year, we shall recognize that OEM warranty for the specified equipment.

DEPOT REPAIR AND RETURN

The Depot Repair and Return service covers the cost to fix covered equipment at L3Harris or other third-party manufacturer's factories. This service is part of our standard warranty and is a premium service during the maintenance periods. The L3Harris Depot Repair and Return facility is ISO 9001:2015, UL, and Factory Mutual certified. Master technicians using state-of-the-art test equipment verify that all repairs meet or exceed prescribed specifications.

WARRANTY RETURNS

The following procedure describes the returns process for equipment under warranty:

1. L3Harris creates a support case number, verifies product part numbers, serial numbers, reasons for return and then forwards the approved request for processing.
2. L3Harris reviews the request and provides a return merchandise authorization number (RMA) to the City, along with instructions for return of the equipment.
3. The equipment is shipped back to L3Harris Depot Repair and Return.
4. L3Harris repairs or replaces any equipment free of charge unless there is evidence of abuse or damage beyond the terms of the service

5. L3Harris ships the repaired or replacement unit back to the City.
6. L3Harris closes the RMA and updates the tracking database.

Requests for repairs out of warranty shall require a purchase order unless a service agreement exists. Any repairs out of warranty are subject to a flat rate, per-unit fee, regardless of fault found with the equipment. If the item for repair does not have a flat rate fee listed, a time and material charge apply. The turn-around time for equipment repair or replacement is typically ten business days.

DEMAND SERVICES

Demand services are available when an unexpected event or situation occurs outside the scope of work and requires repairs from L3Harris, its agents, or partners. For demand services, Stephenville will receive an invoice on a time and materials basis. Examples may include the following:

- > Installation, updating, upgrading, maintaining, or removing software, hardware, or non-L3Harris infrastructure after initial installation.
- > Repair of equipment damaged by vandalism, abuse, neglect, or noncompliance to L3Harris recommended practices, to the extent such equipment damage is not caused by L3Harris or any of its agents.
- > Damages due to acts of God or other uncontrollable events
- > Any other repair or service not outlined in the Scope of Work

Premium Warranty

L3Harris includes the following services that shall commence upon the acceptance date, through the one-year warranty period.

- > Premium Technical Support
 - 24/7/365 telephone support
 - License and support renewals
- > Security Update Management Services+ (SUMS+)
- > SUMS+ infrastructure installation
- > Software Managed Services (SMS)
- > SMS infrastructure installation
- > Standard repair services
- > Annual preventive system maintenance on L3Harris infrastructure
- > Corrective maintenance on L3Harris infrastructure

PREMIUM TECHNICAL SUPPORT

Premium Technical Support (PTS) provides comprehensive telephone technical support 24/7, 365 days a year. PTS subscribers have toll-free phone access to L3Harris' Technical Assistance Center (TAC) that recognizes your call as a priority. Support Engineers shall endeavor to provide a response within two hours if a technician is not readily available to answer the call. For emergency system off-air calls, we guarantee a one-hour response time.

PTS shall provide:

- > Toll-free telephone access to TAC for year-round support
- > 24/7/365 Level 1 and Level 2 helpdesk support

- > 24/7/365 Level 3 and Level 4 technical support on L3Harris products
- > L3Harris management of 3rd party Level 4 technical support and account maintenance
- > Priority technical assistance on systems and terminal equipment
- > One-hour guaranteed callback window for emergency off-air calls and guaranteed two-hour callback window for non-emergency calls
- > All-access subscription to the online L3Harris Tech-Link website, a complete library of technical resources and product information
- > TAC coordination with on-site service personnel when necessary.
- > License and maintenance renewals of third-party software and hardware used in the L3Harris system infrastructure.

SECURITY UPDATE MANAGEMENT SERVICE+

Security Update Management Services+ provides periodic security updates plus a dedicated delivery server platform.

SUMS+ shall provide:

- > Automatic management of patches for multiple operating systems and applications across thousands of endpoints on the system network.
- > Reduction of security and compliance risks by slashing installation times from weeks to days or hours
- > Greater visibility into patch compliance with flexible, real-time status monitoring and reporting
- > Up-to-date visibility and control from a single management console
- > Each security update delivery includes Software Release Notes. These technical documents detail:
 - Installation instructions
 - Software and hardware compatibility information, where applicable
 - Product Vulnerability Alert (PVA) resolution or mitigation information
- > SUMS+ releases are thoroughly tested with L3Harris System Releases to ensure the third-party software patches are compatible with the Core applications.

SUMS+ INSTALLATION

L3Harris shall provide for trained L3Harris personnel to be brought on-site to expertly install and validate the third-party software patches have been properly completed.

SUMS+ Installation shall provide:

- > Ensure that your equipment continues to function at peak performance by installing the SUMS+ updates
- > Provide an installation schedule and approximate equipment outage times (if any)
- > Provide a summary report of actions upon request

SOFTWARE MANAGED SERVICE (SMS)

Software Managed Service (SMS) provides new releases of system software tailored to the Stephenville system. These releases contain improvements and enhancements for current generation system software, as well as occasional new product capability and the ability to enable licensed features.

SMS shall provide:

- > Periodic software releases for system and programming software components
- > Software release notes and features summary with each release
- > A System configuration audit is performed with initial subscription
- > Current release as supported by Stephenville's hardware at enrollment
- > Software installation support from the PTS service
- > Software replacement services if media becomes corrupt or damaged
- > Enhancements for existing features
- > New features built upon earlier generations of software capability to enable new licensed features

SMS INSTALLATION

L3Harris technicians shall manage the installation of Software Managed Service updates for improved performance.

SMS Installation shall provide:

- > Ensure that your equipment continues to function at peak performance by installing the Software Managed Service updates
- > Provide an installation schedule and approximate equipment outage times (if any)
- > Provide a summary report of actions

STANDARD REPAIR SERVICES

The L3Harris Factory Repair and Return Depot provides repair services for all L3Harris-branded system components such as infrastructure, dispatch, and site equipment. Pricing applies to equipment that is defective through normal wear and usage. If covered L3Harris equipment fails through normal usage and wear, this service shall repair the equipment at no additional cost. Labor to remove the defective equipment from the system, replace it with a spare, or re-install it after the equipment is returned from the L3Harris Depot facility is excluded.

ANNUAL PREVENTIVE SYSTEM MAINTENANCE

Annual Preventive maintenance includes scheduled tests, checks, and alignment on Stephenville's equipment to ensure the equipment meets specifications.

Annual Preventive System Maintenance shall provide:

- > Calibrated test equipment for a consistent baseline

- > Tune and align system RF base stations to optimize performance
- > Verify all System Core software revision levels are installed and operating properly.
- > Verify System anti-virus software is installed and operating properly.
- > Perform preventive maintenance during hours that will have the least amount of impact on users and the system
- > Share the preventive work hours schedule in advance of the maintenance window and shows the approximate outage times (if applicable)
- > Summarize completed work in a written report

CORRECTIVE MAINTENANCE

On-Site Corrective Maintenance provides labor to troubleshoot, repair and if necessary, remove and replace defective infrastructure equipment as agreed upon between Stephenville and L3Harris. L3Harris personnel shall remotely troubleshoot the reported issue and dispatch a technician to a Stephenville location to perform the corrective maintenance.

Corrective Maintenance shall provide:

- > L3Harris technician(s) shall replace the defective equipment using spares purchased separately by Stephenville.
- > Arrange for the original item to be sent to a certified L3Harris repair facility.
- > All corrective maintenance actions will be documented in a report and Stephenville shall be informed of the status of all repairs in progress.
- > On-Site Corrective Maintenance is performed 8x5 Monday – Friday
- > 24x7x365 on-site Corrective Maintenance is available if the Rapid Response Service Level Agreement is purchased.

ON DEMAND SERVICES

L3Harris and Stephenville will collaborate to decide the right level of service for each system's specific needs. However, a situation may arise where needed service is not a part of the original scope of work. Known as Demand Services, L3Harris' experienced personnel will quickly assess the need and provide Stephenville a quote for services on a time and material basis.

As an example, Demand Services may include:

- > Installation or removal of mobile radio equipment after the initial installation
- > Repair of equipment damaged by vandalism
- > Repair of equipment damaged through abuse or physical neglect
- > Damages due to extreme conditions or events outside of L3Harris reasonable control



STAFF REPORT

SUBJECT: Consider Approval of the System Purchase Agreement/Pricing Summary between the City of Stephenville and L3Harris Technologies, Inc.

DEPARTMENT: Police

STAFF CONTACT: Dan M. Harris, Jr.

RECOMMENDATION:

Approve the System Purchase Agreement between the City of Stephenville and L3Harris Technologies, Inc.

BACKGROUND:

The Stephenville Police Department (SPD) has been working with L-3Harris Technologies, Inc. to join the Granbury Regional Radio Network (GRRN) in order to substantially improve the SPD and Stephenville Fire Department (SFD) radio communications system, increase first responder safety and increase the safety of the citizens and visitors of Stephenville. In addition, the GRRN and utilization of purchased L-3Harris equipment and technology will create interoperability between local agencies that is currently non-existent. SPD also retained the services of Trott Communications Group to provide technical expertise ensuring that our needs and requirements would be adequately and competitively delivered through joining the GRRN. The attached Systems Purchase Agreement formalizes this process and secures the attached pricing summary.

FISCAL IMPACT SUMMARY:

Contract execution by December 15, 2021, is \$1,356,881.10 which contains the GRRN Discount of \$555,047.49 and a contract signing discount of \$153,287.60. The amount remains below the 2021-2022 budgeted total.

ALTERNATIVES

Continue to utilize our current system.



STAFF REPORT

SUBJECT: Purchase of Demo Ambulance and Equipment

DEPARTMENT: Fire

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider financing the purchase of a demo ambulance with Government Capital Corporation.

BACKGROUND:

This item is for a budgeted ambulance replacement with a self-loading stretcher. Due to the availability of units in the market, we recommend purchase of a demonstration unit with approximately 1,000 miles on it from Southern Emergency & Rescue Vehicle Sales, LLC (SERVS) for \$228,000, and a self-loading stretcher for \$39,001. This is a 2021 Ford F-550 unit with a remountable 14' box.

FISCAL IMPACT SUMMARY:

The annual payment for purchase cost not to exceed \$267,000.1 is \$31,048.54. The amount budgeted for the initial payment is \$36,260.

ALTERNATIVES

Order a new unit; however estimated delivery times are approaching 2 years due to limited availability of chassis'.

Not approve the purchase and financing.



November 10, 2021

Stephenville Fire Department
Attn: Chief David Mulloy
356 N. Belknap Street
Stephenville, TX 76401

Chief Mulloy,

We would like to take this opportunity to thank you for your continued interest in our company and the products/services we have to offer. We also appreciate the ability to provide the Stephenville Fire Department with the following proposal on our line of Horton ambulances. We hope this information is both helpful and informative for your upcoming ambulance purchasing decision.

2021 – Ford F550 4x4 Horton 603 Type I Stock Ambulance \$ 228,000.00

Price Includes:
Danhard 110 A/C
Installation of a customer supplied Stryker Power Load & Cot
\$5000.000 Graphics Allowance
GPC discount

Terms: Payment is expected at time of delivery and acceptance of unit.

Delivery time will be as soon as add on parts are delivered to SERVS facility and installed.

If you have any questions or need any additional information, please do not hesitate to give me a call at 281-620-3683 or our sales office at 800-561-6070.

Sincerely,

David A. Taylor
Territory Manager

David A. Taylor – Territory Manager

281-620-3683

dave.t@servsllc.com



Stephenville FD 6506 6390 DEMO UNITS

Quote Number: 10451573

Remit to: **Stryker Medical**

Version: 1
Prepared For: Stephenville Fire Dept
Attn:

P.O. Box 93308
Chicago, IL 60673-3308
Rep: Gary Montana
Email: gary.montana@stryker.com
Phone Number: (817) 846-0415

Quote Date: 11/04/2021
Expiration Date: 02/02/2022

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: Stephenville Fire Dept	Name: Stephenville Fire Dept	Name: Stephenville Fire Dept
Account #:	Account #:	Account #:
Address: 356 N Belknap St Stephenville Texas 76401	Address: 356 N Belknap St Stephenville Texas 76401	Address: 356 N Belknap St Stephenville Texas 76401

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6506000000	Power-PRO XT	1	\$18,000.00	\$18,000.00
1.1	6085033000	PR Cot Retaining Post			
1.2	7777881669	3 Yr X-Frame Powertrain Wrnty			
1.3	7777881670	2 Yr Bumper to Bumper Warranty			
1.4	6506026000	Power Pro Standard Components			
1.5	6500002030	G-RATED RESTRAINT PACKAGE			
1.6	0054030000	DOM SHIP (NOT HI, AK, PR, GM)			
1.7	650606160000	ONE PER ORDER, MANUAL, ENG OPT			
1.8	6500082000	Knee-Gatch/Trendelenburg			
1.9	6506038000	Steer Lock Option			
1.10	6092036018	J Hook			
1.11	6506127000	Power-LOAD Compatible Option			
1.12	6500028000	120V AC SMRT Charging Kit			
1.13	6500003130	KNEE GATCH BOLSTER MATRSS, XPS			
1.14	6506040000	XPS Option			
1.15	6085046000	Retractable Head Section O2			
1.16	0054200994	NO RUNNER			
1.17	6500315000	3 Stage IV Pole PR Option			



Stephenville FD 6506 6390 DEMO UNITS

Quote Number: 10451573

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: Stephenville Fire Dept

Rep: Gary Montana

Attn:

Email: gary.montana@stryker.com

Phone Number: (817) 846-0415

Quote Date: 11/04/2021

Expiration Date: 02/02/2022

#	Product	Description	Qty	Sell Price	Total
1.18	6506012003	STANDARD FOWLER			
1.19	639000010902	LABEL, WIRELESS			
2.0	639005550001	MTS POWER LOAD	1	\$21,000.00	\$21,000.00
Equipment Total:					\$39,000.01

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$39,000.01

Comments:

This quote reflects DEMO unit pricing.

Prices: In effect for 90 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

Capital Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

RESOLUTION # _____

A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING AN AMBULANCE, COT, AND RELATED EQUIPMENT.

WHEREAS, City of Stephenville desires to enter into a certain Financing Agreement, by and between Government Capital Corporation and the City of Stephenville, for the purpose of financing An Ambulance, Cot, and related equipment. The City of Stephenville desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Stephenville for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City of Stephenville desires to designate the City Manager, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STEPHENVILLE:

Section 1. That the City of Stephenville enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring An Ambulance, Cot, and related equipment.

Section 2. That the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation is designated by the City of Stephenville as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3 That the City of Stephenville designates the City Manager, as an authorized signer of the Financing Agreement, by and between the City of Stephenville and Government Capital Corporation.

Section 4. That should the need arise, if applicable, the City will use loan proceeds for reimbursement of expenditures related to the Property, within the meaning of Treasury Regulation § 1.150-2, as promulgated under the Internal Revenue Code of 1986, as amended

This Resolution has been PASSED upon Motion made by Council Member _____, seconded by Council Member _____ by a vote of _____ to _____ and is effective this _____, 2021.

City of Stephenville	Witness Signature
X	X
_____ Mayor Signature	_____ City Secretary Signature
<u>Printed Name:</u> <u>Title:</u> Mayor	<u>Printed Name:</u> <u>Title:</u> City Secretary



GOVERNMENT CAPITAL
CORPORATION

November 4, 2021

Ms. Monica Harris
Stephenville City Hall
254-918-1211
mharris@stephenvilletx.gov

Dear Ms. Harris,

Thank you for the opportunity to present proposed financing for the City of Stephenville. I am submitting for your review the following proposed structure:

ISSUER:	City of Stephenville, Texas
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 259,000
TERM:	10 Annual Payments
INTEREST RATE:	3.192% <i>Fixed</i>
PAYMENT AMOUNT:	\$ 30,189.38
PAYMENTS BEGINNING:	6 Months from signing, annually thereafter

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

Blessings,

Drew

Drew Whittington
Client Services
Main: 817-421-5400

City of Stephenville
Boards and Commissions

<i>Name</i>	<i>Will Continue to Serve</i>	<i>Will NOT Continue to Serve</i>	<i>1st Choice</i>	<i># Choice</i>
Planning & Zoning Commission				
Place 2	Justin Allision	X		
Place 4	Cliff McCrury		X	
Place 6	Brian Lesley	X		
Alt. 2	Tom Hines	X		2
	Cory Jenkins		X	
Alternates	Mary Beach McGuire			

Board of Adjustment				
Place 2	Janet Cole		X	
Place 4	Moumin Quazi	X		
Place 5	VACANT			
Alt. 1				
Alt. 2				
Alt. 3				
Alt. 4				
	Cory Jenkins			3
	Ben Tackett		X	

SEDA				
Place 2	Malcom Cross	X		
Place 4	Lori Beaty	X		2
Place 6	Chris Gifford	X		
	Tom Hines			3
	Kellijon Nance		X	
	Matthew Miller		X	
	Mary Beach McGuire		X	

City of Stephenville
Boards and Commissions

<i>Name</i>	<i>Will Continue to Serve</i>	<i>Will NOT Continue to Serve</i>	<i>1st Choice</i>	<i># Choice</i>
Tourism and Visitor Bureau				
Place 2	Phillip Greer			
Place 4	Austin Hubbard			
Place 6	Michael Brown			
	Trevino, Sarah			3
	Jill McAngus			3
	Carlene Sutton			3
	Mary Beach McGuire			3
	David McCray		X	

Parks & Recreation Advisory Board				
Place 2	Brandon Greehaw	X		
Place 4	Jason LaTouche			
Place 6	Josh Raymond			
	Sarah Trevino			2
	Jill McAngus		X	
	Cory Jenkins			2
	Billy "Dwayne" Akins			2
	Lindsey Laurent		X	
	Tim Nolin			3
	Mary Beach McGuire			2
	David McCray			2

Airport Advisory Board				
Place 2	Dana Brinkely		X	
Place 4	Rick Tennyson			
Place 6	Hardy Hampton	X		
	Tim Nolin			X
	Austin Brown			X

Senior Citizen Advisory Board				
Place 2	Elizabeth Johnson	X		
Place 4	Jan Smith	X		
Place 6	Dana Worrell	X		

City of Stephenville
Boards and Commissions

<i>Name</i>	<i>Will Continue to Serve</i>	<i>Will NOT Continue to Serve</i>	<i>1st Choice</i>	<i># Choice</i>
Sarah Trevino			X	
Carlene Sutton			X	
Brenda Barnes				3
Bill McDonald			X	

City of Stephenville
Boards and Commissions

<i>Name</i>	<i>Will Continue to Serve</i>	<i>Will NOT Continue to Serve</i>	<i>1st Choice</i>	<i># Choice</i>
Library Advisory Board				
Place 2	Darla Fent	X		
Place 4	Katy Eichenberg	X		
Place 5	VACANT			
Place 6	Katherine Horak Smith	X		
	Jill McAngus			2
	Aimee Shouse			2
	Tim Nolin			2
	Brenda Barnes		X	
	Christopher Morrow		X	
Main Street Advisory Board				
Place 2	Jeffrey Hamilton	X		
Place 4	Kelly Sult	X		
Place 6	Rita Cook	X		
	David McCray			3
	Aimee Shouse		X	
	Tom Hines		X	
	Audie Renee Morton		X	
	Carlene Sutton			2
	Brenda Barnes			2
	Billy "Dwayne" Akins		X	
Building Board				
Place 2	Fred Parker			
Place 4	Seth Moore		X	
Mechanical Board				
Place 1	VACANT			
Place 2	Mike Walker			
Place 4	Rick Alderfer			
Electrical Board				
Place 2	Kenneth Howell			
Place 4				

City of Stephenville
Boards and Commissions

<i>Name</i>	<i>Will Continue to Serve</i>	<i>Will NOT Continue to Serve</i>	<i>1st Choice</i>	<i># Choice</i>
Jerrod Hancock			X	

Plumbing Board				
Place 2	John Weber			
Place 4	Jon Young			
Place 5	VACANT			
Place 6	Larry Graham			
Place 7	VACANT			

Title 9 General Regulations
Chapter 97 Municipal Parks and Cemeteries

Sec. 97.01 Definitions

For the purposes of this chapter, the following words, terms and phrases shall have the meaning ascribed to them except where the context clearly indicates a different meaning:

City Parks. All parks inside the limits of the City of Stephenville that have been dedicated to the public, leased, including all such parks that are subsequently annexed into the city limits or dedicated to the public in the City of Stephenville. This includes both developed and undeveloped lands.

Bosque River Trail. Trail system located along the Bosque River Trail Greenway

Splashville. City-owned waterpark

Recreation Facilities. Pavilions, Recreation Center, Senior Center, Gazebo, etc.

Municipal Cemeteries. West End Cemetery, East Memorial Cemetery, Mount Olive Cemetery

Department. The City of Stephenville Parks and Leisure Services Department

Director. The Director of the Parks and Leisure Services Department or his/her designee

Cemetery Supervisor. Person overseeing operations of all municipal cemeteries

Parks and Recreation Advisory Board. The Advisory Board is associated with a park(s) and/or recreation department administered by a division of government: state, county, parish or municipality

Community Event. An event in the City that is open to the public in general and that enjoys widespread support, not only from the citizens of Stephenville, but also from the surrounding areas. The aforementioned classifies as an exclusive park rental, and therefore a completed and approved community / special events form is required prior to use of facility or park.

Special Event – means any community event requiring a permit, road closure, sale of goods or services or charging of admissions. The aforementioned classifies as an exclusive park rental, and therefore a completed and approved community / special events form is required prior to use of facility.

Commercial Activity – Commercial Activities includes any person, group, or organization, that makes or attempts to make profit, vend a service or product, receive money, or obtain goods or services as compensation from participants in activities occurring on public parkland owned and operated by the City of Stephenville. Including Nonprofit Training/Fundraising Activity, Outdoor Revenue Generating Programs, and Educational groups that receive money from participants in activities occurring on department land.

1. Fundraising Activity- A program created to seek financial support for a charity, institution or other enterprise.

2. Commercial Use Permit- Written authorization from the Parks and Recreation Department to the applicant conducting organized educational/leisure classes at designated park sites, and to charge a fee of participants, who desire to attend or participate in the commercial activity whether it is for profit or fundraising. (Permit for one time use activities)
3. Indoor/Outdoor Revenue Generating Program- Activities/events held three or more times a month that charge a fee to generate revenue.
(Ex. Sports association, Exercise training programs, etc.)
4. Educational Program- Program or activity to enrich educational opportunities. Can be fee based or free of charge to participants.
5. Sports Associations, Organizations or Foundations – any outside organized non-profit sports program not operated and staffed by the City of Stephenville.

Section 97.02 Public Park Hours of Operation

All public parks located within and/or leased inside the city limits by the city and which are owned and/or managed by the city shall be closed between the hours of 11:00 p.m. and 5:00 a.m. It shall be unlawful for any person or persons to remain or be found in any area or facility between these hours or to remain or be found in any area or facility beyond the designated hours, which said area or facility is open to the public. This section shall not apply to the following parks and recreation sponsored/sanctioned functions:

- (A) Park closing times do not apply to parks and recreation community events, sanctioned athletic events, leagues or tournaments.
- (B) Any activity properly permitted through the office of the Director of Parks and Leisure Services.
- (C) Permitted camping at City of Stephenville RV Park.

Section 97.03 Applicability of Local, State, and Federal Laws

- (A) All terms and provisions of the Texas Water Safety Act shall be applicable to Stephenville City Park and Bosque River Trail, and where appropriate to parkland owned by the City of Stephenville.
- (B) All rules and regulations promulgated by the Texas Parks and Wildlife Department pursuant to the Texas Water Safety Act shall likewise be applicable to the Stephenville City Park and Bosque River Trail, and where appropriate to parkland owned by the City of Stephenville.
- (C) All appropriate rules and regulations of the U.S. Army Corps of Engineers including Title 35, Code of Federal Regulations Chapter 111, Part 327, and any amendments or revisions there to shall be applicable to all parklands owned by the City of Stephenville.

Section 97.04 General Provisions

- (A) Children below the age of ten (10) years will be admitted to the parkland owned by the City of Stephenville only if accompanied by a parent, legal guardian, or person of age eighteen (18) years in a designated role of responsible care. Overnight camping in the City RV Park by anyone, under eighteen (18) years of age may not occur unless the individual is accompanied by parent, legal guardian or as part of an approved, permitted group.

- (B) No person shall modify the natural conditions of topography and terrain of parkland owned by the City of Stephenville as such, conditions existed when said parklands were acquired by the city by excavating, filling, dredging or any other means unless the city has issued a license authorizing such modification.
- (C) No person shall camp overnight in a City Park or the Bosque River Trail except in designated areas and without first obtaining written permission from the director or his/her designee.
- (D) The city shall have the right to revoke, to suspend, or to refuse to reissue the permit of any permitted individual upon violation of rules, contract terms, regulations, standards or ordinances of the city, United States, State of Texas or other local government entity.
- (E) No person in any park shall operate a motor driven model airplane, drone, shoot a bow and arrow, fire any type of firearms, or hit golf balls except in an area designated for that purpose by the director. Weapons are prohibited in all city parkland in accordance with state law.

Section 97.05 Vehicle and traffic laws

- (A) All applicable state and local vehicle and traffic laws and ordinances shall be in full force and effect in all parks.
- (B) Speed limit in all park land shall not exceed 10 MPH.
- (C) **Direction of traffic.** All law enforcement officers shall have the authority to limit traffic whenever needed in a park in accordance with the provisions of this chapter or any other applicable laws and ordinances, in order to control pedestrian and vehicular movement and park capacity.
- (D) **Special provisions applicable to motorcycles, motor scooters and minibikes.** The director may, in reasonable discretion, through park rules and regulations, set aside or designate areas, paths, trails or roads in a park where operating motorcycles, motor scooters, and minibikes shall be allowed. Motorcycles, motor scooters, and mini bikes are prohibited on the Bosque River Trail.
- (E) **Operating or parking vehicles**
 - a. No person shall operate or park a vehicle over, through or on any park ground except along or upon park roadways and designated parking areas as set forth in park rules and regulations.
 - b. No person shall operate a non-city vehicle on city parkland between the hours of 11:00 p.m.. and 5:00 a.m. except for emergency or law enforcement purposes or in conjunction with special activities permitted by the director.
 - c. No person shall park or place an inoperable motor vehicle, or allow an inoperable motor vehicle to remain on city parkland for a period of more than twenty-four (24) continuous hours. Violators will be towed at owner's expense.

Section 97.06 Buildings and Other Property

No person, in any city park, shall do or cause to be done any of the following without first obtaining a permit from the director:

- (A) Mark, deface, injure, displace, remove or tamper with any park property or any park grounds.
- (B) Construct or erect any building or structure of any kind, whether permanently or temporarily.
- (C) Store or stockpile any equipment, material or product on park property, within any structure or compound located in a park.
- (D) Cut or gather trees or parts of trees and shall not remove from any park without written approval of the director.
- (E) Construct, place, or operate any pier, bulkhead, wharf, boathouse, dock, barge, building, boat ship, boat stall, fixture or other structure or facility of any kind or character upon, in or over the city parkland or the portion of the Stephenville City Park and Bosque River Trail where river water is present, and same shall be regulated by the city unless a lease has been issued by the city.
- (F) Construct or place any structure (including, but not limited to, roads, trails, signs or landscape features) of any kind under, upon, in or over the park lands or that portion of the Stephenville City Park and Bosque River trail where river water is present unless a permit or other appropriate written agreement has been issued by the director.
- (G) Items (E) and (F) above shall not apply to bulkheads; rip rap or soil conservation measures, or other facilities constructed by or on behalf of the city or USACOE (United States Army Corps of Engineers)

Section 97.07 Sanitation

No person in any City Park shall:

- (A) Throw, discharge or otherwise place or cause to be placed in the waters of any fountain, pond, stream or other body of water in or adjacent to any park, any substance, matter of thing, liquid or solid, which will or may result in the pollution of said waters.
- (B) Dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse, or other trash.
- (C) Spill, pump or otherwise discharge contaminants, pollutants or other wastes, including, but not limited to, human or animal waste, petroleum, industrial and commercial products and by-products.
- (D) The owners and/or operators of all commercial ventures and operations shall provide on-site facilities satisfactory to the city for the collection of all trash, rubbish and all other forms of waste.

Section 97.08 Swimming

No person in any park, with the exception of Splashville, shall:

- (A) Swim, bathe, or wade in any water or waterway in or adjacent to any park, except in designated areas in accordance with the terms of this chapter and the regulations.
- (B) Swim, bathe, or wade except during those hours established for such activities.
- (C) Dive or jump from bridges or other structures, which cross the park waters or Bosque River Trail.

Section 97.09 Boating

- (A) No person shall bring into or operate any vessel upon any park waters.
- (B) The use of waters considered to be state waters that lay within or adjacent to city parks shall be subject to the Texas Water Safety Act, Texas Parks and Wild. Code Ann. §§ 31.001-31.142.
- (C) No person shall leave any private vessel unattended on city parkland or in the portion of the Stephenville City Park and Bosque River Trail regulated by the city.

Section 97.10 Camping

- (A) Campers, picnickers and all other persons shall keep their sites free of trash and litter during the period of occupancy and shall remove all personal equipment and clean their sites upon departure.
- (B) No person shall place camping equipment or other items on a campsite, nor physically occupy a campsite without overnight occupancy following the payment of appropriate fees. Likewise, no person shall place another person, equipment, or other items at a campsite for reserving a campsite for future occupancy.
- (C) No person shall alter any campsite, dig or level any ground, nor construct any structure on a campsite without written permission from the director.

Section 97.11 Fires

No person in any City Park or parkland shall:

- (A) Start or maintain any outdoor fire except for cooking fires, which shall be started and maintained only in a stove, fireplace, barbecue pit, fire ring or in a portable camp stove.
- (B) Leave any fire started or maintained by such person unattended without first completely extinguishing the fire.
- (C) Gather firewood for use on or removal from any park.
- (D) Burn any material that produces toxic fumes, including but not limited to, tires, plastic or treated wood products.
- (E) Carry onto or store gasoline and other fuels, except that which is contained in storage trucks of vehicles, vessels, camping equipment, or hand portable containers designed for such purpose.

Section 97.12 Animals.

No person in any City Park shall:

- (A) Abandon any animal in the park.
- (B) Permit or allow any dog to be upon the playing fields and spectator area of athletic fields whether on leash or not. Dogs specially trained to assist the disabled may be on the fields to assist their owner during programs designed for the disabled.
- (C) Animals and pets, except properly trained animals assisting the disabled, are prohibited in sanitary facilities; the director may deem playgrounds and other areas as appropriate.
- (D) Persons bringing or allowing pets in City Park areas shall be responsible for proper removal and disposal, in sanitary facilities, of waste produced by those animals.
- (E) All animals and pets are prohibited in Splashville area, except at special events permitted by the Director.
- (F) Ride a horse or other animal except in areas or on paths or trails designated by park rules and regulations. All horses shall have successfully passed a Coggins test prior to using any park areas, paths or trails. Any animal ridden shall be properly restrained and ridden with due care and shall not be allowed to go unattended.
- (G) No person shall bring or allow wild or domestic animals, reptile bird, fish, horses, cattle or other livestock on parkland owned by the City of Stephenville or that portion of the Stephenville City Park and Bosque River Trail regulated by the city except in areas designated by the director.
- (H) Ranging, grazing, watering or allowing livestock on parkland owned by the City of Stephenville is prohibited except when authorized by lease, license. No person, in any city park, shall do or cause to

be done any of the following without first obtaining permission from the director: Capture, attempt to capture, hunt, molest, injure, trap or administer or set out any trap or harmful substance for any wild or domestic animal, reptile or bird or remove or have in possession the young, eggs, or nest of any animal, reptile, or bird.

Section 97.13 Alcoholic beverages

- (A) No person shall sell alcoholic beverages in any City park, except when specifically permitted by the director.
 - a. All such permitted sales shall be performed by approved concessionaires.
 - b. All events selling alcoholic beverages shall also be required to obtain all appropriate city permits and licenses.
 - c. All events at which alcoholic beverage sales are permitted shall be required to provide on-site law enforcement personnel during the hours of the event.
- (B) The sale of Alcohol must have written permission from the Director of Parks and Leisure Services.
- (C) Alcohol consumption is not allowed in ballfield dugout or Spashville unless written approval is granted by the Parks and Leisure Services Director.
- (D) It is not permissible to consume or sell alcoholic beverages at any public event, tournament, or program that is geared to youth under the age of 21. Examples of prohibited activities include, but are not limited to: youth athletic leagues, teen programs, or public events that are marketed towards youth and children under the age of 21.
- (E) All events requesting alcohol sales or consumption must apply for a special event permit, and adhere to the policies and regulations outlined in the permit. Failure to comply with the permit regulations will result in the rescinding of the permit, and prohibit the organizer or party from being issued special event permits in the future. City organized or sponsored events and programs are reviewed and provided permission or disallowed from consumption or sales on a case by case basis.

Section 97.14 Merchandising, Advertising, Signs, Commercial Use

No person in any park shall:

- (A) Expose or offer for sale or hire any article, thing or service, nor station or place any stand, cart, or vehicle for the transportation, sale or display of any article, thing or service, unless written permission has been obtained from the director.
- (B) Announce, advertise or call the public's attention in any way to any article, thing or service for sale or hire, unless written permission has been obtained from the director.
- (C) Paste, glue tack or otherwise place any sign, placard, advertisement or inscription on park property, or erect or cause to be erected any sign on any public lands, highways, or roads adjacent to a park, unless written permission has been obtained from the director.
- (D) Provide and/or sell any food or drink based product to the public for free or at a fee without provider and dispenser obtaining written permission from the director and having obtained all applicable health code licenses and permits.
- (E) Construct, operate, or otherwise engage in any retail or wholesale sales or commercial operation including but not limited to piers, docks or other installations of any kind, on City park or Bosque River Trail regulated by the city unless the city has granted a license and sublease for such operation.
- (F) Commercial use in public parkland is not authorized without approval from the City of Stephenville. Individuals or entities engaged with the provision and sale of goods and / or services on City of

Stephenville parkland will be required to provide all necessary documentation provided by the Parks and Recreation division of the Parks and Leisure Services Department. Upon the completion of all required documentation, it is the City of Stephenville's sole discretion to approve the application.

1. Exceptions: Any exceptions to the requirements of this section are authorized only by council approval. Any exceptions to any of these requirements once approved by council must show and have all proper insurance and permits pertaining to their event or organization

Section 97.15 - Interference with users or permittees

- (A) No person shall prevent, disturb or unreasonably interfere with any other persons occupying any area or participating in any lawful activity permitted within any City Park.
- (B) No person shall act in a boisterous, rowdy, disorderly manner or otherwise disturb the peace in any city park.
- (C) No person shall disrobe in public or display public nudity in any city park in accordance with State Law.
- (D) No person shall use or operate rollerblades, skates, scooters or skateboards in and around concession areas, spectator seating, parking lots and adjacent walkways during athletic events, concerts or special events.
- (E) No person shall make any use of any tobacco product (including e-cigarettes) within one hundred (100) feet of the boundaries of youth athletic fields or concessions facilities located at youth athletic facilities or at organized events.

Section 97.16 Permits

(A) Event Permit Required. In addition to any other provision of this chapter that requires the obtaining of a permit prior to engaging in a given activity, no person in any City Park shall conduct, operate, present, manage or take part in any of the following activities unless written permission has been obtained from the director prior to the start of the activity:

1. Any organized sporting event using park ballgame facilities that are designated for permit use only;
2. Any exhibit, dramatic performance, play, motion picture, radio or television broadcast, fair, circus, carnival, musical event or any similar event;
3. Any public meeting, assembly, parade, ceremony, address, speech, political meeting or other gathering composed of one hundred (100) or more persons;
4. Any use of any park facility by a group of persons to the exclusion of others;
5. Any use involving amplified sound;
6. Any use involving firearms or guns; or
7. Any use of parks and recreation facilities in violation of park hours of operation.

(B) Permit application procedure

1. A person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director or a designated representative. The application shall state:
 - a. The name, address and telephone number of the person and organization and its officers applying for the permit;
 - b. If the use or activity is to be conducted for, on behalf of, or by any person other than the applicant, the name, address and telephone number of that person;

- c. The exact nature of the use or activity for which the permit is being sought;
 - d. The day and hours for which the permit is desired;
 - e. The park and the portion of the park desired to be used to carry out the proposed use or activity;
 - f. An estimate of the anticipated attendance;
 - g. Any other information that the director finds to be reasonably necessary in order to determine whether to issue a permit.
2. Applications shall be filed with the director for consideration not less than thirty (30) days or more than three hundred sixty-five (365) days before the date of the proposed use or activity. Emergency hearings may be conducted at the director's discretion. (Remove)
 3. The director shall evaluate the application and render a decision in accordance with Section 97.16 (C).

(C) Standards for issuance of permit; procedures

1. A permit for an activity in or use of a City Park shall be issued unless it is found:
 - a. That the proposed activity or use of the City Park will unreasonably interfere with or detract from the general public use and enjoyment of the park; or
 - b. That the proposed activity or use of the City Park will unreasonably interfere with or detract from the public health, safety or welfare; or
 - c. That the conduct of the proposed activity or use is reasonably likely to result in or create a clear and present danger of violence by the applicant or by others to persons or property resulting in serious harm to the public;
 - d. That the facilities desired have been reserved for another activity or use at the day and hour requested in the application;
 - e. That false or misleading information is contained in the application or required information is omitted; or
 - f. That the event would violate any federal, state or municipal law.
2. The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:
 - a. Restrictions on fires, fireworks, amplified sound, use of alcoholic beverages, dancing, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk to the reasonable use and enjoyment of the park property;
 - b. That the applicant has not posted a refundable security deposit of \$250 for the repair of any damage to City Park property, or the cost of cleanup or both;
 - c. That the applicant has not agreed to pay a reasonable fee to defray the cost of furnishing adequate security forces by the city at the proposed use or activity;
 - d. That the applicant has not furnished additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
 - e. That the applicant has not applied for and obtained a city special event permit.
 - f. Permits shall not be transferable without the written consent of the director.
3. Within seven (7) days after submission of an application, the director shall apprise an applicant in writing of such director's approval or reasons for refusing a permit (Remove or of any conditions attached to the issuance of a permit, and any aggrieved person shall have the right to appeal in writing within six (6) days to the city manager, who shall consider the application, under the standards set forth in subsection (a) of this section or other reasons deemed by the city manager to be detrimental to the use of the public parks and sustain or overrule the director's decision.)

4. An applicant shall be bound by all ordinances fully as though the same were inserted in such person's permit.
5. The person to whom a permit is issued shall be liable for any loss, damage or injury to any person or property whatever due to the negligence of the person to whom such permit was issued.
6. The director or his/her designee shall have the authority to revoke a permit upon a finding of violation of ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued.
7. The director or his/her designee shall have the authority to reject a permit for a special event if the director has determined that the infrastructure of the park would not support the event.

(D) Posting and Exhibiting Permits

Permits required by this chapter shall be posted in the area where the activity is conducted or produced and exhibited upon the demand of any law enforcement officer or authorized City Park employee.

Section 97.17 Closed areas

Any section or part of any City Park may be declared closed to the public by the director or a law enforcement officer at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses, as the director or law enforcement officer shall find reasonably necessary.

Section 97.18 Naming parklands, park roads, major improvements and facilities

- (A) A committee, appointed by the Parks and Recreation Advisory Board chairperson, shall be responsible for research, study and recommendation to the board for proposed names. A resume stating the reason for the recommendation of a name shall be submitted in writing. The Parks and Recreation Advisory Board shall approve or disapprove of the name recommended by the committee. If the board disapproves the committee's recommendation, the matter may be referred back to the committee for further action. Upon approval, the recommended name will be forwarded to the city council for consideration.
- (B) The Parks and Recreation Advisory Board's recommendation for naming parklands, park roads, major improvements and facilities, if any, shall be submitted to the city council within sixty (60) days after acquisition, construction completion or at the earliest possible time.
- (C) The naming of parklands and Recreation facilities shall permit ready identification and/or geographical association by the public. The following guidelines shall be considered:
 1. Outstanding and/or predominate physical characteristics of the land.
 2. Contribution, fifty (50) per cent or better, of land and/or money by individuals or organizations.
 3. Outstanding community leaders, living or deceased.
 4. National, state or local historical leaders; heroes, both past and present.
 5. Predominate plant materials.
 6. Streams, rivers, lakes and creeks.
 7. Outstanding environmentalists and parks and recreation notables.
 8. No City Park site shall be given the same name as an existing school site or public facility except where sites abut one another.
 9. Subdivision names where parklands are adjacent to or lie within the subdivision.
- (D) Proposed names of individuals shall be confidential insofar as the individual and/or family is concerned until city council action has been taken. An individual or relative of an individual after

whom a park or recreation facility is to be named shall be provided the opportunity to oppose such designation.

Section 97.19 Park Facility Rental

(A) Facility Rentals

1. The following facilities are available for rental:
 - a. Large Pavilion City Park
 - b. Small Pavilion City Park
 - c. Century Park Gazebo
 - d. Birdsong Amphitheatre
 - e. Recreation Hall
 - f. Sports Complex
 - g. Senior Citizens Center
2. Available for practices, tournaments, 5K runs, and special events:
 - a. Eight baseball fields
 - b. Three softball fields
 - c. Four tennis courts
 - d. Bosque River Trail
3. Exclusive Municipal Park Rental for Community Event / Special Event
Individuals or groups wanting to have exclusive use of any Stephenville City Parks and Recreation facilities must fill out the Community / Special event application. The Exclusive Rental rate will be applied for every 24-hour period the park is rented.

(B) Fees for use of park facilities

1. Fees shall be set in accordance with policies as approved by the city council.
2. Any person or persons occupying City Park space or using such facilities where that occupancy or use requires a fee but where said fee has not been paid shall be considered to be trespassing.

(C) Refunds

1. Refundable Deposits will be refunded upon inspection of the parks by staff. The standard of cleanup is leaving the park as it was when you arrived.
2. **Cancellation of Reservations:**
3. **Pavilion, Birdsong Amphitheater:** No refund for inclement weather
4. Recreation Center: Refund will be issued if cancelled within seven (7) business days from event date. Remove - Reservations must be cancelled no less than 48 hours before the reserved date in order to receive a refund. Non-use due to inclement weather conditions will be taken into consideration.
5. **Waiving of Fees:** The City of Stephenville may waive all or a portion of the fee with the recommendation of the Director of Parks and Leisure Services and/or Deputy City Manager. (Remove) Everyone should have to pay.

(D) Sports Association / Organization / Foundation Facility Fees

1. These groups must meet with the Parks and Leisure Services Director and agree to terms in a written contract agreement. This contract will cover fees, policies and procedures, maintenance, and operation and standards in which the City of Stephenville facilities will be maintained.

2. Individual or entities must provide documentation of transactions for goods and/or services as well as provide a copy of liability insurance policy naming the City of Stephenville as an additional insured party when appropriate.

Section 97.20 Insurance and Liability

- (A) The City of Stephenville and its agents disclaim all liability resulting from the exclusive use of a municipal park, its facilities and/or equipment, gazebo, and pavilions for events open to the public (community events, special events, or any other activity specified in these policies.)
- (B) Organizers of these public events must provide proof of insurance indemnifying the City of Stephenville against any liability arising from such exclusive use. Closed events (birthday parties, family reunions, etc.) will not require the liability insurance.
- (C) The Director of Parks and Leisure Services shall have the right to waive the insurance requirement for events. The waiver will be made on a case-by-case basis. A waiver shall not be granted without adequate protection for the city, such as a sufficient indemnity agreement.
- (D) Minimum Coverage should include:
 1. Bodily Injury: \$100,000 per person; \$500,000 per occurrence

Section 97.21 City-Owned Cemeteries

(A) City Manager Duties

The Municipal Cemeteries of the City of Stephenville shall be reserved for the burial of human remains, the city Manager or his/her designee shall have the authority to promulgate rules, and regulations for its use, set fee schedules for services, determine prices for the sale of burial rights, and control the use of the facility in accordance with state law.

(B) Burial in accordance with laws of the State of Texas

No person shall purchase or allow any cemetery lot or niche to be used for any purpose other than the burial of human remains in accordance with the laws of the State of Texas.

(C) Parking and/or driving in gardens; speed limit

No person shall use the cemetery land as a thoroughfare and the right to use automobiles or other vehicles in the cemetery is authorized solely and exclusively for transporting persons to visit burial plots. The speed limit within the cemetery is ten (10) miles per hour. Parking and/or driving on any gardens or grassy areas are prohibited for purposes other than those obtained from the cemetery.

(D) Possession of drugs or alcohol in cemetery

No person shall possess alcoholic beverages or illegal drugs in any Municipal Cemetery.

(E) Right of cemetery to enter upon lot

The cemetery supervisor shall have the right to enter upon or use any adjoining cemetery lot or lots to carry out its duties as to interments, erection of monuments or markers, etc., without prior notice to the lot owner.

(F) Advertisements prohibited

No person shall cause a sign, notice or advertisement of any kind to be placed or brought in the cemetery unless placed by cemetery employees

(G) Solicitation prohibited

No person shall peddle, sell, or solicit the sale of any goods or service within the municipal cemeteries.

(H) Decorative objects prohibited

1. No person shall cause decorative objects or photos to be affixed to the crypt fronts by tape or other means. No curbs, shrubs, landscaping, mounds, rocks or gravel, glass containers, ceramic containers or like objects shall be permitted. Foot markers shall be set no more than (1) inch above ground. (existing conditions are exempt from curbing requirements) Pre-existing items installed prior to 08/2018 will not be removed.)
2. All such unauthorized items will be removed by the cemetery without notice.
3. Old flowers shall be removed at Cemetery Supervisor's discretion.
4. All landscaping will be removed at the discretion of Cemetery Supervisor.
5. Flowers shall be set to the side of the headstone, a flower receptacle will be provided if needed.

(I) Open flames prohibited.

No person shall possess or cause to be placed within the cemetery devotional light or any open flame device.

(J) Headstones

No headstones shall be installed, moved, repaired or removed without first obtaining the approval of the Cemetery Supervisor. Temporary placeholders may be placed for a period of no longer than 12 months before a permanent headstone or marker is placed.

Section 97.22 Miscellaneous Provisions

- (A) Except as amended herein, the City of Stephenville ordinances shall remain in full force and effect as presently enacted and amended from time to time. To the extent of a conflict between this Ordinance and any other ordinances of the City of Stephenville as same may have existed prior to the adoption of this Ordinance, this Ordinance shall control.
- (B) If any section or part of this ordinance is held by a court of competent jurisdiction to be unconstitutional or invalid, such judgement shall not affect, impair, or invalidate the remaining provisions of this Ordinance but shall be confined in its operation to the specific section or sections that are held unconstitutional or invalid.
- (C) This ordinance shall be effective immediately upon its approval by the City Council of the City of Stephenville.
- (D) Penalties for violation of a park ordinance are subject to the general penalty set out in 10.99 of the City of Stephenville Code of Ordinances.

Sec. 90.10. Animals prohibited in parks during activities.

- (A) Animals, **other than dogs** are prohibited in any of the parks located within the city limits during any organized special event.
- (B) For purposes of this section, an organized activity includes any city-sponsored activity or event; including, but not limited to, festivals, shows or athletic events.
- (C) Exceptions:
 - (1) Display of animals for viewing, petting zoos, or similar activities is allowed with the permission of the Stephenville Parks and Recreation Director; and
 - (2) Canine assistance for the handicapped.
- (D) Any person who violates any of the provisions of this section will be guilty of a Class C misdemeanor and upon conviction thereof, will be punished by a fine not to exceed \$500.00. Each day of violation will constitute a separate offense.

(Ord. 2001-23, passed 11-6-01; Am. Ord. 2005-26, passed 11-1-2005)

Cross reference(s)—Penalty, see § 10.99Cross reference(s)—.

Sec. 130.15. Possession of intoxicating beverages in city recreation hall or city park prohibited.

~~It shall be unlawful for any person to have in his/her possession intoxicating beverages while that person is in the City Recreation Hall or in any of the covered pavilions in the city park.~~

(1975 Code, § 11-13; Am. Ord.. passed 5-1-1979)

Cross reference(s)—Penalty, see § 10.99Cross reference(s)—.

**Memorandum of Understanding
Between
CITY OF STEPHENVILLE, TX
And
Forensic Anthropology Center at Texas State**

This **Agreement** is entered into by the Forensic Anthropology Center at Texas State (FACTS) and the City of Stephenville, TX (CST) shown below as Agreeing Parties. This Agreement is effective on the date of the last signature (“Effective Date”).

SECTION I: AGREEING PARTIES

The Performing Agency

FACTS: Forensic Anthropology Center at Texas State
Texas State University
Department of Anthropology
601 University Drive, San Marcos, TX 78666

The Receiving Agency:

CST: City of Stephenville
298 Washington
Stephenville, TX 76401

SECTION II: STATEMENT OF SERVICES TO BE PREFORMED

FACTS will provide the following service in support of Stephenville’s Cemetery Survey of the Mt. Olive Cemetery:

- Coordinate with the City of Stephenville for mutually agreed upon delivery dates
- Preliminary GPR investigation of Mt. Olive Cemetery
- A finalized report of the GPR Survey
- A recommendation for completion of the Mt. Olive Cemetery Project
- Housing, Per Diem, and Travel for all FACTS personnel

CST will provide the following in support of the Cemetery Survey of Mt. Olive Cemetery by **FACTS**:

- Coordinate with FACTS for mutually agreed upon delivery dates
- Access to Mt. Olive Cemetery
- If needed, grounds maintenance for proper GPR investigation
- If needed, security for FACTS personnel while conducting the Mt. Olive Cemetery Survey

SECTION III: PAYMENT OF SERVICES

CST will pay **FACTS** \$2000 by December 1, 2021 and \$2000.00 within 15 days of delivery of the finalized report.

SECTION IV: TERMS OF AGREEMENT

This Agreement begins on the Effective Date and terminates on December 1, 2022 unless extended or terminated by written agreement of the parties (Term of Agreement cannot transcend the biennium).

The **AGREEING PARTIES** hereby certify that:

- 1) The services specified above are necessary and essential, and are properly within the statutory function and programs of the Agreeing Parties, and
- 2) The services, supplies, and materials contracted for are not required by Section 21 of Article 16 of the Texas Constitution to be supplied under contract to the lowest responsible bidder.

The Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A party may evidence its execution and delivery of the Agreement by transmission of a signed copy of the Agreement via email. The Agreeing Parties bind themselves to the faithful performance of the Agreement.

Performing Agency:

Receiving Agency:

By: _____

By: _____

Name: Daniel J. Wescott

Name: Allen L. Barnes

Title: Director, FACTS

Title: City Manager

Date: _____

Date: _____

Regular City Council Meeting

STAFF REPORT



SUBJECT: FY 2021-2022 Sanitary Sewer Basin 1 Evaluation Survey
Professional Services Agreement

MEETING: Public Works Committee - 16 Nov 2021

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed professional services agreement with Pipeline Analysis, LLC. to perform an Evaluation of Sanitary Sewer Basin One as allocated in the FY 21-22 budget.

BACKGROUND:

The City of Stephenville entered into a Sanitary Sewer Overflow Agreement with the Texas Commission on Environmental Quality in 2009. Terms of participation require the city to conduct an evaluation of the sanitary sewer collection system. In exchange for participation, the TCEQ withholds formal enforcement of penalties associated with Notices of Violation.

The TCEQ defines a sanitary sewer overflow as “an unauthorized discharge of untreated wastewater from a collection system or its components (e.g., manhole, lift station, or cleanout) prior to reaching a treatment facility.” Overflows normally occur due to structural blockages such as debris, offset joints or partially collapsed lines. Maintenance-related issues such as root intrusion, sedimentation, and grease build-up are also significant contributors to overflow events.

Eight of the ten basins identified have been previously evaluated. Pipeline Analysis has performed the previous evaluations of the sanitary sewer collection system.

PROPOSAL:

Attached is a proposal from Pipeline Analysis, LLC., a firm specializing in wastewater collection systems, to provide a Sanitary Sewer Evaluation Survey of collection Basin One. The work will include dye testing, closet-circuit televising and manhole inspections to identify areas of deficiency within the basin, including undersized lines, failing infrastructure and potential and existing, partial line blockages as well as provide an analysis of inflow and infiltration.

The results and recommendations will be summarized to provide a listing of problematic areas. The cataloged results will be used to further identify and prioritize capital improvement plans within the basin.

The proposal sets a 180 calendar day agreement duration and, under Section 3.2, provides a liquidated damages clause to address and encourage adherence to the allotted time schedule.

FISCAL IMPACT SUMMARY:

The FY 21-22 adopted budget allocated \$34,00.00 to complete a sanitary sewer evaluation survey for Sewer Basin One. The agreement proposes to complete the project for \$34,000.00.

A moderate amount of staff time will be required to administer the agreement and coordinate the work.

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the proposal as presented;
2. Recommend an alternate firm.

ADVANTAGES:

Approval of the agreement satisfies state evaluation criteria and provides for the budgeted work to be completed under budget.

DISADVANTAGES:

There are no disadvantages identified with approval of the agreement.

ATTACHMENTS:

[Basin 01 – Proposed Agreement](#)

Professional Services Contract

City of Stephenville, Texas

Sanitary Sewer Evaluation Survey

Basin 1



Nick Williams, P.E., CFM
Director
Public Works Department
P: (254) 918-1223
E: nwilliams@stephenvilletx.gov
298 W. Washington, Stephenville, TX 76401

November 10, 2021



PIPELINE ANALYSIS LLC
1115 Main Street
Garland, Texas 75040
800-637-0164
TBPE Firm No. F-6538

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into on the date last stated below between the City of Stephenville, hereinafter called "City", acting by and through Doug Svien, Mayor, duly authorized to act on behalf of CITY and Pipeline Analysis, LLC hereinafter called "ENGINEER", acting by and through James H. Forbes, Jr., P.E. (Project Manager) duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CITY desires professional engineering services in connection with the Sanitary Sewer Evaluation Survey of sewer drainage Basin 1 for the City of Stephenville, Texas, hereinafter called "the PROJECT"; and

WHEREAS, the CITY has determined that the ENGINEER has experience in the area involved in the Project and is qualified to perform the work, and the ENGINEER is willing to enter into a contract with CITY to perform the engineering services desired by CITY in connection with the PROJECT.

THE CITY AND ENGINEER AGREE AS FOLLOWS:

The CITY hereby retains the ENGINEER to perform engineering services in connection with the PROJECT described above.

1. SCOPE OF SERVICES

The scope of Engineering services to be performed by the ENGINEER shall be as follows:

1.1 Approach to Project

This project will perform various field testing and inspection of the wastewater collection system within Basin 1 and prepare draft and final reports that recommend system repairs and estimated costs to reduce wet weather infiltration/inflow.

1.2 Detailed Scope of Services

See Exhibit B attached.

2. CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

2.1 Provide Existing Data

CITY will provide to ENGINEER at no cost those sewer maps and any applicable previous reports.

Existing data delivered to the ENGINEER by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

2.2 Provide Access

Arrange for access to, and make all provisions for, ENGINEER to perform services under this AGREEMENT.

2.3 CITY Representative

CITY designates Nick Williams, P.E., Director of Public Works as representative to act as the contact person on behalf of the CITY.

3. SCHEDULE

3.1 Schedule

Anticipated notice to proceed start date is December 1, 2021. The ENGINEER’S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER will complete the work according to the following schedule:

Task	Description	Month					
		1	2	3	4	5	6
100	Mobilization	█					
200	Manhole/Pipe Inspection -100%		█				
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)		█	█			
400	Dye Flooding - None				█		
500	Preparatory Cleaning- None				█		
600	CCTV Inspection - Recommendations Only				█		
700	Admin.,Project Mgt.	█	█	█	█	█	█
800	Defect Analysis/Rehab.		█	█	█	█	
900	Database, Cost Estimates, Mapping, Final Reports				█	█	█

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the project critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the ENGINEER’S schedule are cause for

adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work immediately upon receipt of the executed CONTRACT and/or written Notice to Proceed.

3.2 Completion of Services

ENGINEER'S services under each item of the finalized Scope of Work shall be considered complete on the date when the submissions for that item have been accepted by CITY.

Failure to meet the time limit for completion of the Final Reports, as stated above under "Schedule", will result in liquidated damages of \$50.00 per consecutive calendar day until the Final Reports are submitted.

3.3 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of ENGINEER'S services, the various rates of compensation and schedule shall be adjusted equitably.

3.4 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4 (Payment for Services) of this CONTRACT, without first having obtained the specific written authority to do so from CITY.

4. PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable method of payment for services provided by the ENGINEER shall have the meaning indicated below:

Basic Engineering Fee:

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services.

Reimbursable Expenses

Not applicable

Additional Services

Additional services **not** covered under the Scope of Services, will be provided to the CITY on a unit price or lump sum basis. A revised written detailed scope of services for additional services will be provided with the pricing summary. Additional services must be approved by City along with a written notice to proceed.

4.2 Basis and Amount of Compensation for Basic Services

Compensation for basic services will be as shown in Exhibit A. These services will be billed monthly based on a percentage completed and will not exceed the total presented.

4.3 Basis and Amount of Compensation for Additional Services

Not applicable. No additional services are anticipated.

4.4 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements which reflect the percentage of work completed for the various items listed under Scope of Services. These statements shall be prepared by the ENGINEER and must be verified and approved by CITY.

4.5 Delay

If ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond ENGINEER'S control the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to equitable adjustment.

5. TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The CITY or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, CITY shall within thirty (30) calendar days of termination remunerate ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER'S prevailing fee schedule (Exhibit A).

Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to CITY in a reasonably organized form. Should CITY subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the Project is suspended by CITY for more than thirty (30) consecutive days, the ENGINEER shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ENGINEER'S services.

5.3 Abandonment

This CONTRACT may be terminated by CITY upon not less than seven (7) days written notice to the ENGINEER in the event that the Project is permanently abandoned. If the Project is abandoned by CITY for more than ninety (90) consecutive days, the ENGINEER or CITY may terminate this CONTRACT by giving written notice.

5.4 Failure to Pay

Failure of CITY to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

If CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to CITY, suspend performance of services under this CONTRACT. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to CITY for delay or damage caused CITY because of such suspension of services.

6. GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the ENGINEER under this CONTRACT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The ENGINEER shall comply with the applicable laws and rules of the current "Texas Engineering Practice Act". CITY'S approval, acceptance, use of or payment for all or any part of the ENGINEER'S services herein under or of the project itself shall in no way alter

the ENGINEER'S obligations or CITY'S rights thereunder.

6.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ENGINEER'S services are suspended or delayed the times of performance shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the control of the ENGINEER, the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

6.3 CITY Control

It is understood and agreed that CITY shall have complete control of the services to be rendered, and that no work shall be done under this CONTRACT until the ENGINEER is instructed to proceed with the work.

6.4 Independent Agent

ENGINEER and CITY agreed that ENGINEER and any officer, employee or agent of ENGINEER, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of CITY.

6.5 Compliance with Laws

ENGINEER shall comply with all Federal, State, and local laws and ordinances in the execution of all work in connection with this PROJECT.

6.6 No Additional Work Without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefore from CITY.

6.7 Assignment & Subcontracting

This CONTRACT shall not be assigned or subcontracted in whole or part without the written consent of CITY.

6.8 Indemnification

ENGINEER, its officers, agents and employees agree to indemnify, hold harmless, and defend CITY, at ENGINEER'S cost, its officers, agents, and employees from and against any and all claims or suits for injuries, damages, loss, or liability of whatever kind of character, arising out of or in connection with the performance by the ENGINEER of those services contemplated by the CONTRACT, based upon negligent acts or omissions of ENGINEER, its officers, agents, employees, consultants and subcontractors, whether or not caused solely by the ENGINEER, its officers, agents, employees, consultants or subcontractors or jointly with any other party.

ENGINEER agrees that he is solely responsible for the safety of himself and his employees in the performance of this CONTRACT and agrees to indemnify and hold harmless CITY, its officers and agents from and against any liability arising from the personal injury or death of the ENGINEER or the employees of the ENGINEER arising out of or in connection with this CONTRACT.

6.9 Insurance

ENGINEER shall secure and maintain insurance that will protect him from claims under the Worker's Compensation Act (statutory amounts).

ENGINEER shall secure and maintain Commercial General Liability Insurance that will protect him from claims for bodily injury, death or property damage which may arise from the performance of his services under this CONTRACT, written on an occurrence basis, in the following amounts:

For engineering design contracts for more than \$10,000.00, insurance in an amount not less than \$500,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage. ENGINEER shall maintain Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with combined single limit coverage of \$1,000,000 for bodily injury, death or property damage.

ENGINEER shall maintain, at no expense to CITY, a professional liability (errors and omissions) insurance policy placed with a company rated at least A-/VII by Best's Key Rating Guide, authorized to do business in Texas. This coverage must be maintained for at least two (2) years after the PROJECT is completed. Coverage must be written on an occurrence basis. However, at its sole discretion, the CITY may accept coverage written on a claims-made basis if the policy provides for a retroactive date equivalent to the inception date of the CONTRACT or earlier, maintained during the full term of the CONTRACT.

All policies, except Worker's Compensation and Professional Liability, shall name the CITY as additional insured. All policies shall contain a waiver of subrogation in favor of the CITY and shall require the giving of written notice to CITY at least thirty (30) days

prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt of United States Certified Mail. ENGINEER shall furnish CITY with copies of said policies or certificates evidencing such coverage.

6.10 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this contract shall become the property of CITY. The ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

6.11 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Stephenville, Texas.

7. DOCUMENT EXECUTION


IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 2021.

**City of Stephenville, Texas
298 West Washington
Stephenville, Texas 76401-4257
(254)918-1220
(254)918-1207 FAX**

By: _____
Doug Svien (Mayor)

Date: _____

**ENGINEER
Pipeline Analysis, LLC
1115 Main Street
Garland, Texas 75040
(800)637-0164
(972)479-0659 FAX**

By: 

James H. Forbes, Jr., P.E. (President)

Date: November 10, 2021

Exhibit A Compensation Basin 1 Sewer System Evaluation Survey

Sanitary Sewer Evaluation Survey Basin 1

Task	Description	Estimated Quantity	Unit Price	Total
100	Mobilization	L.S.	L.S.	\$ 1,680.00
200	Manhole/Pipe Inspection -(100%)	50	\$105.00	\$ 5,250.00
300	Smoke Testing, Public Awareness, Data Entry & Analysis (100%)	23,000	\$ 0.55	\$ 12,650.00
400	Dye Flooding	1	\$225.00	\$ 225.00
500*	Preparatory Cleaning	0	\$ 2.50	\$ -
600	CCTV Inspection	4000	\$ 1.55	\$ 6,200.00
700	Admin.,Project Mgt.	L.S.	L.S.	\$ 1,400.00
800	Defect Analysis/Rehab.	L.S.	L.S.	\$ 1,500.00
900	Database, Cost Estimates, Mapping, Final Reports	L.S.	L.S.	\$ 5,095.00
Total Not To Exceed (City of Perform Preparatory Cleaning)				\$ 34,000.00

* City to perform preparatory cleaning

Exhibit B

Detailed Scope of Services Basin 1

Using the prioritized results of the wastewater flow monitoring performed in July 2008, the system evaluation is being phased such that the highest priority areas (for example meter basin 10 and 7) are investigated first. This phase of field testing and rehabilitation will concentrate effort on Basin 1. Tasks include:

- Manhole Inspection
- Smoke Testing
- Map Update
- Draft and Final Report

TASK 100 MOBILIZATION

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies. Review all relevant existing materials, previous reports, etc. developed for or by the City of Stephenville concerning this project, including, but not limited to, the following:

1. Previous studies for the service areas to be investigated
2. Sewer maps including converting to ArcView mapping system. Also modifying the existing asset numbering system in the project area.

Deliverable:

1. Delivery of equipment and personnel
2. Work maps of Basin 1 with delineated boundaries

To Be Provided by City:

- Access for placement of equipment and personnel
- Copies of all applicable reports, maps and historical data for the study area at no cost to ENGINEER
- As-built drawings, sewer key maps, street plans, electronic aerial photographs if available and if requested at no cost to ENGINEER

TASK 200 MANHOLE/PIPE INSPECTION

Manholes can be a significant source of extraneous infiltration/inflow and thereby reduce system wet weather capacity. For this reason, each manhole within the study area is inspected. For the study area designated (Basin 1), field inspection crews will perform an inspection of manholes. The data gathered during this phase of the project will be used to prioritize manholes for rehabilitation and establish the base data necessary to accurately determine mainline sewer rehabilitation alternatives and costs. Other important deliverables resulting from this work task are the updating of the collection system map, determination of debris levels in pipes and verification of pipe sizes. This information is critical in preparing subsequent rehabilitation plans, cleaning requirements to restore capacity and updating of the system maps.

Inspection personnel will use digital cameras during the inspection of all manholes on this project. All photographs will be included in the field inspection computer database so that a permanent electronic record can be maintained. During inspection, each of the following types of information will be obtained to establish the condition and prioritize least cost repairs:

1. Basin and Sub-area Designation
2. Manhole/Cleanout ID
3. Inspection Status – buried, CNL, CNO
4. Address and GPS coordinate (x,y) of manhole
5. Surface cover, grade, type of cover (paved, yard, etc.)
6. Material of construction – brick, concrete, etc.
7. Area and Internal photo of manhole
8. All incoming and outgoing pipe depths from rim to invert
9. All incoming and outgoing pipe digital photographs
10. Outgoing pipe length
11. Defects – Active, Evidence or No Infiltration/Inflow with digital photographs
12. Field corrections to collection system map

Upon completion of the manhole inspection, a prioritized manhole rehabilitation summary will be prepared that will include:

- Documentation with summary of field observations
- List of manholes/lines requiring immediate attention
- Digital photos
- Documentation for preparing manhole rehabilitation quantities
- Field updated map(s)
- Prioritized Manhole Repair Recommendations and Cost Estimates

To Be Provided by City:

- Current collection system map
- Access (if requested) to manholes that are buried or could not be opened.
- Assistance in locating assets (if requested)

Measurement of Payment:

Payment for this work task shall be a unit price for each manhole documented. Those manholes that are located, but buried or could not be opened will be noted and a list provided to the City. Manholes that could not be located using metal detectors or probes will be listed as Could Not Located (CNL). CNL manholes will not be billed. Manholes located, but were buried or could not be opened will be billed. The City will provide replacement covers at no cost should a cover be broken while attempting opening.

TASK 300 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the study area. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers. Data documentation includes measurements from two permanent points and will be sufficient to establish the location of each defect and determine the best repair method and priority. Color digital photographs will be taken to document each defect during the smoke test.

Forty-eight (48) hours prior to testing, door hangers will be used to notify residents. A telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

To Be Provided by City:

- Review and approval of Notice to Residents
- Letter of introduction to be carried by field crews
- Previous City smoke testing data, if any

Deliverables:

- Defects listing and database
- Defect location sketch
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs



SMOKE TESTING NOTICE TO RESIDENT

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. Pipeline Analysis will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be **smoke testing** of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. **The smoke is non-toxic, leaves no residue, and creates no fire hazard.** The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. **At no time will field crews have to enter your business or residence.**

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

800-637-0164



Task 400 Dye Flooding

Dye water testing can be anticipated to assist in locating specific defects during the evaluation. Non-toxic dye will be introduced as a powder or liquid. Cross-connections, roof drains and area drains that are suspected of being connected to the sanitary sewer will be positively identified using the dye tracer procedure. Field documentation and photographs will be used to record all findings. Internal inspection will determine the exact source of the 'cross-connection' and establish the best repair option (i.e., point repair, direct connection, etc.).

To Be Provided by City:

- Water for dye flooding at no cost to Engineer

TASK 500 & 600 CLEANING AND CCTV

Preparatory cleaning shall consist of hydraulic jet cleaning to facilitate the internal CCTV inspection. Preparatory cleaning will consist of not more than three passes of the jet hose (normal cleaning). Heavy cleaning to remove large deposits of debris is not included in this work task. The City of Stephenville staff may perform this phase of the work in close coordination with the CCTV operator. Debris will be removed from the line and transported for disposal. CCTV investigation is found to be critical in establishing best practical repair methods. The following information will be provided:

1. Field forms, equipment, supplies and oversight QA/QC
2. Document findings. Data to include:
 - a. Date inspected
 - b. Line segment being inspected
 - c. Project name
 - d. Location (Address)
 - e. Footage location from manhole
 - f. Defect code and/or type and severity rating using the national Pipeline Assessment Certification Program (PACP) codes
 - g. Pipeline surface cover
3. Review video and logs
4. Provide reports on of segments televised in electronic format
5. Summary of line segments cleaned and CCTV'd
6. Results of TV inspection provided on printed logs
7. Prepare prioritized mainline rehabilitation plan

To Be Provided by City:

- Hydraulic jet cleaning of line segments if this task is to be performed by City staff
- Access to site of work for placement of equipment and personnel
- Disposal of any debris removed from the sewer system
- Water for cleaning and dye testing at no cost to engineer

Measurement of Payment:

Note: It is anticipated that all preparatory cleaning will be performed by the City. Should the City elect not to perform the preparatory cleaning, then Pipeline Analysis will invoice for the actual linear feet of sewer cleaned per the unit price specified in Exhibit A. In the case of CCTV, should the camera not be able to pass the entire length of the segment (due to protruding taps, roots, dropped joints, etc.), then an attempt will be made from the opposite direction (if possible). Where a reverse setup was attempted, then the entire segment length will be billed at the unit price specified. If a reverse setup cannot be performed, then the actual segment footage CCTV'd will be billed. Summary listings of the database with field logs will serve as the basis for the periodic partial payment requests.

TASK 700 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance and control meetings and reporting. The project schedule will be reviewed and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies

Major system deficiencies that are identified during the field inspections that if corrected would result in significant reduction in I/I or is deemed to be of a safety concern will be recorded and forwarded as soon as possible to City's designated project manager. Likewise, should City undertake a major repair within the study area, they will immediately notify ENGINEER to determine the impact on data analysis.

Deliverables:

1. Monthly invoice
2. Status reports
3. Project schedule and updates

To Be Provided by City:

- All reports or materials deemed necessary by ENGINEER and identified during the course of the project that is not specifically stated above will be provided at no additional cost to the ENGINEER

TASK 800 DEFECT ANALYSIS/ REHABILITATION

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be integrated into the project existing defect database and will be compatible with ArcView GIS system.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods. Identify duplicate defects to ensure multiple rehabilitation methods are not recommended for the same defect.
3. Defect data will be presented graphically (data visualization).
4. Using industry standard quantification of source defects, (i.e. ASCE Manual of Practice for Sewer Evaluation and WEF Manual of Practice for Manhole Rehabilitation) Pipeline Analysis staff will prioritize defects and recommend rehabilitation.
5. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations. For example, "area photos" are taken of each manhole in the direction of the outgoing pipe. This photograph not only shows the location of the manhole but also provide data on the line cover and easement conditions.
6. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph and sufficient information to document the defect will be recorded and incorporated into the City database. TECQ's SSO Initiative program and EPA's CMOM program both address the need for private sector repairs. Private sector defects will be prioritized and repair methods/costs established.
7. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost. Supporting data will be provided on accompanying flash drive.

To Be Provided by City:

- Complaint records and SSO database if requested
- Review and comments on rehabilitation methods, cost estimates, and alternatives

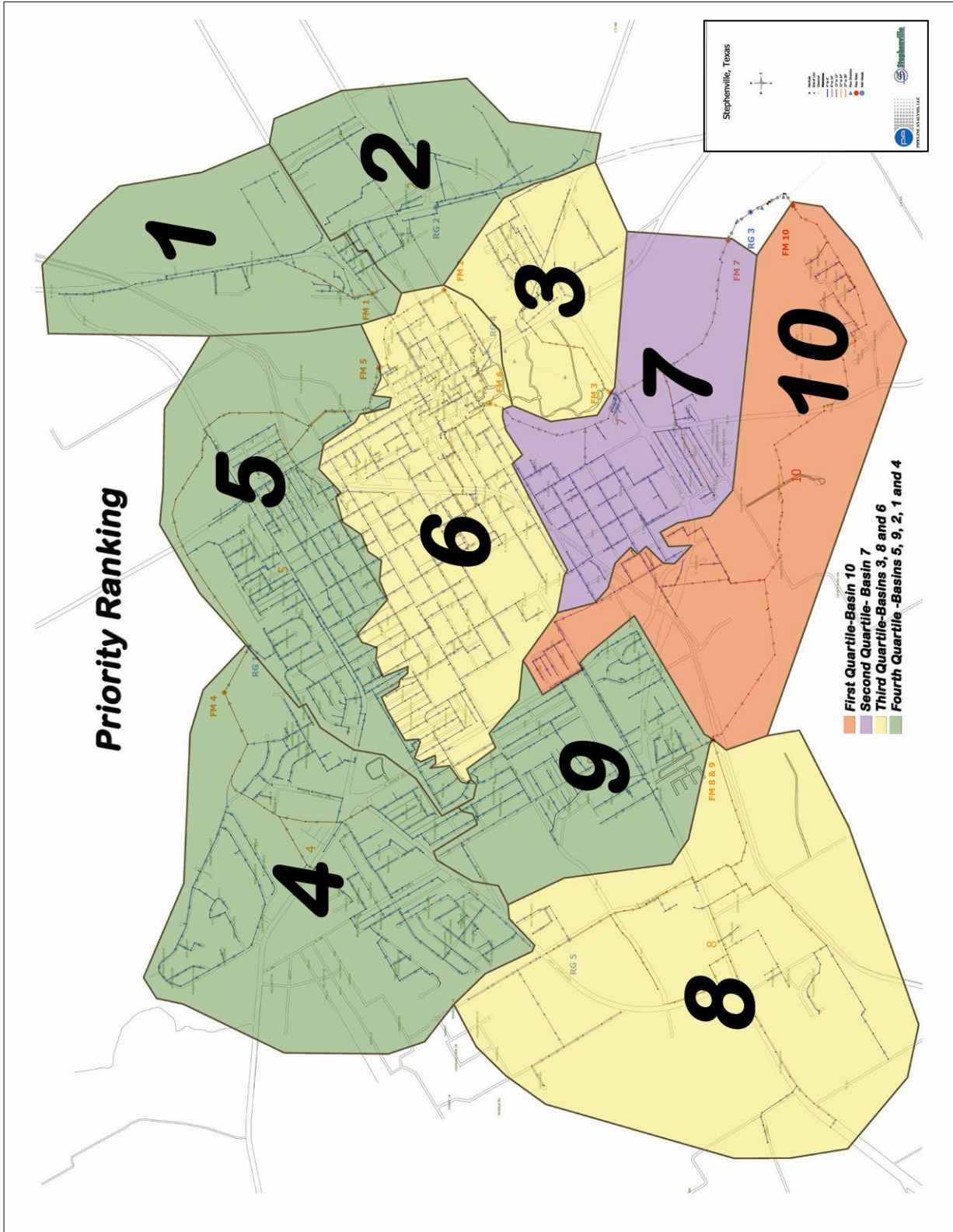
TASK 900 FINAL REPORT

Prepare and submit a Final Report that includes the following:

- Executive Summary
- Description of all tasks
- Manhole and pipe inspection summary/inventory
- Manhole defect summary
- Pipeline defect summary
- Service lateral defect summary
- Smoke test data summary
- Cleaning and CCTV findings
- Recommendations and Cost Estimates for Private and Public sector repairs

Prepare and submit three (3) Final Reports and electronic data.

Basins by Flow Monitoring Priority



Study Area Map Basin 1

