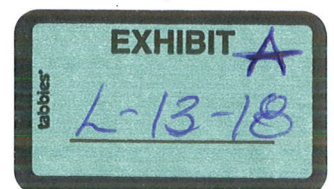


March 1, 2018

SERVICE CONTRACT BETWEEN THE
CITY OF PARMA &
CLEVELAND COMMUNICATIONS, INC.



Provisions of Communications Equipment Service Contract

STANDARD MAINTENANCE: Cleveland Communications, Inc. ("CCI") will inspect the City of Parma's (the "City") equipment listed in Attachment "A", and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition, provided that such services and maintenance are necessitated by normal usage of equipment. Inspections and maintenance service will be provided by CCI during normal working hours at the locations specified on the second page of this Agreement. All contract service inspections will be scheduled for mutual convenience, and on a monthly basis. These inspections will include transmitter measurements, receiver measurements, and power output measurements as required by the FCC.

EMERGENCY SERVICE: Includes situations that result in severe degradation of the system and require immediate attention. A CCI technician will provide response within one (1) hour, either by telephone or by dialing into remote site monitoring equipment (if applicable) at the site reporting the problem. If required, a technician will be dispatched within two (2) hours of notification during normal business hours and three (3) hours during after hours, holidays, and weekends. In the event the service required is due to an act of God, the City agrees to pay CCI for such work and CCI's services will be rendered to the City at CCI's Negotiated Rates (which are defined on Attachment "B" to this Agreement).

INCLUDED SERVICES: At regularly scheduled times, CCI will perform the following under the terms of this Agreement:

- A) Preventative maintenance checks and services of all covered equipment.
- B) Test and align all repeaters.
- C) Update User Databases.
- D) Add users to the database.
- E) Assist in the planning and development of system upgrades.
- F) Provide System Administrative support on City's behalf.
- G) Implement Software FX improvements.

Excluded Services: Upon request of the City, CCI will perform the following services at the Negotiated Rates (which are defined on Attachment "B" to this Agreement).

- A) Service of mobile and portable radio equipment.
- B) Remove and re-install any communications system equipment as directed by the City.
- C) Repair and restore to service any communications equipment not listed on the first (1) page of this Agreement.
- D) Make improvements to the radio system as a result of progress in the technical art.
- E) Any other service requested by the City and not covered by this Agreement.

The City agrees to pay promptly, upon receipt of invoice, for all services performed under this paragraph at rates in effect at time of performance as specified on Attachment "B" to this Agreement.

If CCI finds that any communication equipment of the City has been altered or repaired by others in such a manner as to affect reliability or detract from the performance thereof, or if such equipment has been subjected to misuse, or suffer from an act of God, CCI will bring this to the attention of the City, outline the work which should be done to correct the condition, quote a price for such work, and upon request, perform such work in accordance with its quotation.

TERM: The term of this Agreement shall begin on the start date shown on page 2 and shall continue for three (3) years from that date.

CCI RESPONSIBILITY: CCI warrants that all services performed hereunder shall be of the kind and quality necessary to assure performance of the equipment in accordance with the manufacture's published specifications.

It is further agreed that CCI has no responsibility with respect to the installation, service, and maintenance of motor generators, batteries, or other ancillary devices required or used for furnishing power to the communication equipment nor with respect to effects upon transmission or reception produced by or emanating from outside signals or power supplies, nor for wiring, fusing or termination of any 110-volt AC or DC circuits unless otherwise agreed in writing by CCI. CCI will work with the City to remedy any trouble related to AC/DC power needed to operate the City's equipment. This includes coordinating with outside vendors if necessary. Furthermore, CCI shall not be responsible for modifying or making additions to the communication system of the City which are possible as a result of progress in the technical art, unless requested and agreed to by the City as stated previously.

CCI Acceptance

Title: _____ Date: _____

Customer Acceptance

Title: _____ Date: _____

ATTACHMENT "A"

COVERED EQUIPMENT

4501 West Pleasant Valley Site:

10 SX8PTX Harris M-III Repeaters
3 Cisco 2960 Switches
2 Net Clocks
1 Network Switching Server
1 Regional VIDA Manager
1 Regional Site Manager
10 Site Interface Modules
10 Power Sensor Modules
1 12 Channel DB Spectra Combiner
1 12 Channel DB Spectra Multi-Coupler
1 SR10A.1 VIDA Core
2 TX-RX Control Station Combiners
1 Interoperability Gateway

18900 Bruening Dr. Site:

7 SX8TPX Harris M-III Repeaters
7 Site Interface Modules
1-10 Channel Combiner
1-10 Channel Multi-Coupler
1 Communications System Director

Parma Regional Dispatch Center:

9 Positions of Harris Symphony Dispatch Consoles & Associated Hardware
1 Nice Trunked Logging Recorder
4 DragonWave Microwave Hops. PRDC to Brooklyn PD. PRDC to CH8. PRDC to Old Comm center and PRDC to PHPD.

CCI Acceptance

Title: _____ Date: _____

Customer Acceptance

Title: _____ Date: _____

ATTACHMENT "B"

NEGOTIATED RATES:

When CCI is requested by the City to perform service repair or installation work which is not covered by the attached contract, CCI agrees to perform such non-contract work at the following preferred rates:

SHOP RATE:

Shop Rate is \$65.00/hour (which is discounted from \$82.50/hour business rate) during regular business hours between 8:00 AM and 4:30 PM.

CCI's Shop Rate for non-contract work performed at the City's request after regular business hours (which start at 4:30 PM and continue until 8:00 AM) is \$97.50/hour.

CCI's Field Rate for non-contract work performed at the City's request on Sundays and on any banking holiday is \$130.00/hour.

FIELD RATES:

Field Rate \$82.50/hour (which is discounted from \$90.00/hour business rate) during regular business hours between 8:00 AM and 4:30 PM.

CCI's Field Rate for non-contract work performed at the City's request after regular business hours (which start at 4:30 PM and continue until 8:00 AM) is \$123.75/hour.

CCI's Field Rate for non-contract work performed at the City's request on Sundays and on any banking holiday is \$165.00/hour.

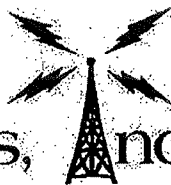
CCI Further agrees to follow the radio pricing guidelines set forth in the original purchase contract negotiated between the City of Parma and Harris's predecessor General Electric Private Radio Systems. This discount rate is 25% off the published list rate of mobile and portable radio equipment as well as infrastructure equipment.

The City will be charged for any parts required for the installation of equipment for the communications system or Police, Fire or Service departments, which charge will include CCI's costs plus 12%.

CCI Acceptance
Title: _____ Date: _____

Customer Acceptance
Title: _____ Date: _____

Cleveland Communications, Inc.



5220 Hauserman Road • Cleveland, Ohio 44130 • (216) 398-6500

January 16, 2018

Parma, City of
6611 Ridge Rd.
Parma, OH 44129

Thomas Weinrich, Safety Director

Mr. Weinrich,

The purpose of this letter is to inform you that Cleveland Communications is the designated representative of Harris, Inc. for the Northern Ohio area.

The City of Parma owns two radio systems manufactured by Harris PS&PC. The first is a Harris EDACS system whose proprietary firmware and software can only be serviced by a Harris authorized sales & service center and the second is a Harris P-25 system which also requires a certified Harris Network Service Provider to maintain it. Cleveland Communications, Inc. is the only designated Harris Network Systems Provider within a two hour response time with certified technicians to service your equipment.

I look forward to providing you the high level of service required for public safety communications. If you should have any questions please feel free to call me anytime.

Respectfully,

Alan Close, President
Cleveland Communications, Inc.
5220 Hauserman Rd.
Parma, OH 44130
(216) 398-6500