

## ALABAMA INTER-ZONE CORE OWNERS PARTICIPATION AGREEMENT

This Alabama Inter-Zone Core Owners Participation Agreement (“Agreement”), to be effective on the 1st day of April, 2015, is entered into by and between the Baldwin County Commission, a political subdivision of the State of Alabama, whose address is 23100 McAuliffe Drive, Robertsdale, Alabama, 36567, and the Birmingham Emergency Communications District, a political subdivision of the State of Alabama, whose address is 710 N 20th St, Suite C-100, Birmingham, Alabama, 35203, and the Calhoun County 9-1-1 District, a political subdivision of the State of Alabama, whose address is 507 Francis Street West, Jacksonville, Alabama 36265, and the Madison County Emergency Communications District, a political subdivision of the State of Alabama, whose address is 5827 Oakwood Road Northwest, Huntsville, Alabama, 35806, and The Board of Trustees of The University of Alabama, for and on behalf of The University of Alabama, whose address is 801 University Boulevard, Tuscaloosa, Alabama 35487, (hereinafter collectively referred to as the “Core Owners”).

### RECITALS

**WHEREAS**, the Baldwin County Commission owns and operates a Project 25 compliant Motorola Astro25 Communications System with an M3 Core configuration operating at software version 7.14, which is primarily used for public safety communications within Baldwin County, Alabama; and

**WHEREAS**, the Birmingham Emergency Communications District owns and operates a Motorola Astro25 Communications System with an M3 Core configuration operating at software version 7.14, which is primarily used for public safety communications within Jefferson and Shelby Counties, Alabama; and

**WHEREAS**, the Calhoun County 9-1-1 District owns and operates a Project 25 compliant Motorola Astro25 Communications System with an M3 Core configuration operating at software version 7.14, which is primarily used for public safety communications in Calhoun County, Alabama; and

**WHEREAS**, the Madison County Emergency Communications District owns and operates a Project 25 compliant Motorola Astro25 Communications System with an M3 Core configuration operating at software version 7.14, which is primarily used for public safety communications in Madison County, Alabama, and those portions of Limestone County within the city limits of the Cities of Huntsville and Madison, Alabama; and

**WHEREAS**, the University of Alabama owns and operates a Project 25 compliant Motorola Astro25 Communications System with an M3 Core configuration operating at software version 7.14, which is primarily used for public safety communications in Tuscaloosa County, Alabama; and

**WHEREAS**, the Core Owners are desirous of interconnecting the Cores of their respective Communications Systems as a benefit for the participating Users to share Interoperable two-way communications capabilities and coverage among the various agencies, organizations and jurisdictions which are represented; and

**WHEREAS**, the Core Owners, individually, will have binding agreements with any and all participating Home Zone Users, and any such third parties, agencies, municipalities, counties, organizations and/or jurisdictions which Affiliate or intend to Affiliate with its Core; and

**WHEREAS**, the Core Owners agree to make efforts to ensure that such participating Users, third parties, agencies, municipalities, counties, organizations and/or jurisdictions, to include all of their employees and personnel and volunteers, will abide by and conform to the terms and conditions set forth in this Agreement; and

**WHEREAS**, the governing bodies of the Core Owners, respectively, to the extent required by their governing rules, have duly authorized this Agreement; and

**WHEREAS**, this Agreement is made pursuant to the laws of the State of Alabama.

**NOW, THEREFORE**, for and in consideration of the mutual promises, obligations and benefits hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

## I. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- A. Affiliate, Affiliated, Affiliating or Affiliation** – These terms apply to the process of authentication with a Core for permission to access the Communications System. The process is automatically performed by all Subscriber Equipment, whereas the Radio Identification Number and selected Talkgroup information is transmitted to the Communications System whenever any device is powered on or a Talkgroup selection is changed. When a Push -To -Talk (PTT) is received, the Core will attempt to determine if the User's Subscriber Equipment is authorized and, subsequently, grant or deny the Subscriber with access to the Communications System. Any PTT request from an Affiliated Subscriber will result in the granting of the next available channel and, subsequently, a Channel Resource may be assigned. If Affiliation is denied, the Subscriber Equipment may emit an audible indication (or "bonk" sound) whenever a PTT is initiated, and the User will not be able to transmit or receive audio on any Talkgroup. Communications Sites are configured with secure, high-speed connectivity to allow Affiliation with the Core by way of point-to-point microwave radio and/or landline fiber. Any and all Subscribers and Communications Sites must properly authenticate and successfully Affiliate with a Core prior to being permitted to use the Communications System.
- B. Alias or Alias Identifier** – These terms apply to a unique designation that describes a User's Subscriber Equipment. An Alias typically consists of words or numbers that identify the assigned User or location of the Subscriber Equipment. The Alias Identifier is displayed on the dispatch console(s) each time a Subscriber unit communicates on a Talkgroup. The Alias Identifier is also used to identify Users when an emergency button is activated. It is the User's responsibility to maintain and update Alias information.
- C. Call** – This term refers to voice or data communication that a User attempts to send or receive from the Communications System.
- D. Channel Resources** – This term applies to the "pool" of two or more available frequency "pairs" (or channels) in a Trunked System, which may be dynamically assigned for voice and data communications. Instead of using one frequency for a specific purpose in a designated geographic area, the Core makes use of multiple frequencies which are shared as needed among all Users throughout the Coverage Area or Zone. When a PTT request is processed, the Core automatically assigns all radio Subscribers using a designated Talkgroup to a licensed frequency for each transmission (or Call). By sharing frequencies, multiple agencies are allowed to use many more "channels" (or talk paths) than would be available in the typical conventional environment. As a result, Users may have access to many Talkgroups used by numerous agencies for various reasons across a large geographic area - using one radio device (Subscriber).
- E. Codeplug or Template** – These terms apply to the Electronic file that contains information about the Talkgroups, functionality and capabilities programmed into any Subscriber Equipment. The terms may be used interchangeably.
- F. Communications Site** – This term applies to any facility that provides radio frequency (RF) transmission, Microwave Network relay and/or system control (Core) functionality for the Communications System. Generally, the equipment located at a Dispatch Site and/or a Public Safety Answering Points (PSAP) does not meet the criteria to be considered a Communications Site.
- G. Communications System** – This term applies collectively to any and all of the components that establish a Motorola Astro25 Land Mobile Radio (LMR) Communications System which is owned and operated by the Core Owners, individually. The Communications System consists of a Trunked System and certain other conventional communications resources. The Communications System consists of, but is not limited to, the individual Cores and related Infrastructure, to include all the Communications Sites, Dispatch Sites and Subscribers which are Interconnected. Certain components of the Communications System, to include hardware and software, must be of a specific manufacturer, make, model, kind, type or version in order for the equipment to function properly with all the other components of the Communications System, which may be located at other disparate Communications Sites and locations and may be owned or controlled by the Core Owners or another User. For this reason, the Core

Owners must approve any major repairs and/or replacements of Communications System equipment that would affect connectivity or compatibility with the other components of the Communications System.

- H. **Core, Controller, Switch** – These terms apply to Electronic equipment, including hardware and software, which is owned and operated by Core Owners, individually, for the purpose of authenticating, routing and controlling all activities on the Communications System. The Core handles voice and data Call processing, mobility and network management functions. The terms may be used interchangeably.
- I. **Coverage and Coverage Area** – These terms apply to any geographic area or location where a Subscriber can be used reliably to send and receive transmissions on the Communications System. The terms may be used interchangeably.
- J. **Credentials** – This term applies to the knowledge and experience of an individual or organization which may permit certain access, possession and control of Sensitive Electronic Information.
- K. **Dispatch Site** – This term applies to facilities which are used for processing public safety communications, typically using one or more Dispatch Consoles.
- L. **Electronic or Electronically** – These terms apply to any information that is created, manipulated, communicated, stored and/or best utilized in a digital form, requiring the use of computer hardware and software. The Core Owners may permit Electronic information to be exchanged as needed and when authorized, based on the approval of persons, organizations and/or computers which may be required to process such communication(s).
- M. **Encryption** – This term applies to a process of encoding data such that it cannot be easily intercepted or understood by unauthorized persons. The data is translated using a secret Encryption key, or algorithm, which determines the parameters for coding and decoding the data. Encryption is often used to protect the confidentiality of Electronic transmissions. Any intelligence or information related to Encryption is considered Sensitive Electronic Information by the Core Owners.
- N. **Enterprise Private Network or Microwave Network** – These terms apply to all equipment used for the purpose of providing high-speed connectivity for exchanging data as required to operate the Communications System. The Enterprise Private Network and Microwave Network are components of the Communications System and its Infrastructure. The equipment may include transmitters, receivers, filters, switches, routers, multiplexers, antennas, cabling, surge and lightning suppression systems, etc. The terms may be used interchangeably, subject to the specific exclusions listed in this paragraph.
- O. **Fault Management or Monitoring for Integrity** – These terms apply to the function of detection, isolation and correction of malfunctions involving the Communications System. This may require services and technical support provided by an ASP and/or Motorola Solutions in order to accept, act on and troubleshoot any error detection notifications, maintain and examine error logs, trace and identify faults, carrying out sequences of diagnostics tests, correction of faults, reporting error conditions, examine and manipulate database information, and compensate for environmental changes. Whenever possible, the Communications System uses automated systems to provide monitoring and diagnostics for fault management services in order to allow for notification and troubleshooting of potential system problems and malfunctions. Fault management for the Communications System occurs locally at each respective Core and is remotely transmitted to the Motorola System Support Center (SSC) in Schaumburg, Illinois. Whenever possible, alarms are monitored and reported 24-7-365 for evaluation, troubleshooting and response. Regional and/or Remote Users will be responsible for any and all costs and/or Service Fees associated with fault management or monitoring for integrity which are related to their Communications Sites, to include monitoring, tracking, reporting and/or dispatching malfunctions associated with the Communications System.
- P. **Governing Body** – This term applies to the governing body for all matters pertaining to the Communications System, which consists of five (5) individual persons as its members, which are designated and/or appointed by each of the Core Owners, respectively.
- Q. **Home Zone** - This term applies to the Zone to which a User and/or a Primary Jurisdiction of Operation are assigned.

- R. Infrastructure** – This term applies to any and all equipment, including hardware, software and other components, which are physically located at any Communications Site for the purpose of providing Service on the Communications System. The components of the Communications System may collectively be referred to as Infrastructure. Certain equipment and apparatus configured as part of the Infrastructure must be of a specific manufacturer, make, model, kind, type or version in order for the equipment and apparatus to function properly with all the other equipment and apparatus of the Infrastructure, which may be located at other disparate Communications Sites and locations and may be owned or controlled by individual Core Owners or another Regional User or Remote User. For this reason, Core Owners acknowledge that any major repairs and/or replacements associated with the Communications System Infrastructure should encourage compatibility with the other Interconnected components of the Communications System
- S. Inhibit or Inhibited** – These terms apply to Subscriber Equipment that is not permitted to Affiliate with the Communications System. Inhibited Subscribers may be denied access to the Communications System because (1) the Subscriber Equipment is not properly registered with the Core or (2) the Subscriber Equipment is explicitly disabled from Affiliating with the Core.
- T. Interconnect, Interconnection, Interconnected or Interconnecting** – These terms apply to the duplex exchange of Electronic information among the various components of the Communications System and its Infrastructure. The terms may be used interchangeably.
- U. Interoperable or Interoperability** – This term applies to the ability of Users and agencies to talk and share data in real time, when needed and as authorized. In the field, interoperable communications for all responders is essential when public safety officials from different jurisdictions need to coordinate their efforts during mutual aid operations and major incidents.
- V. InterZone** - This term applies to the Interconnection of two or more Cores, which allows the ability of seamless roaming among Zones. For an InterZone arrangement to exist, the system must have the same System ID for each Zone.
- W. Password** – This term applies to any secret letter, number, word or phrase, or a combination thereof, which is required to gain authorized access and authentication to restricted data and systems, such as firmware, software and hardware. The Core Owners consider all Passwords to be Sensitive Electronic Information.
- X. Primary Area of Operation** – This term applies to any legal boundary, subdivision, jurisdiction, location or other differentiator that indicates any User's normal area of primary operation.
- Y. Programming or Subscriber Programming** – These terms apply to the use of specialized hardware and software to send Electronic instructions to certain devices. In the case of Subscriber Equipment, these instructions provide the device with the information required to properly Affiliate and function as part of the Communications System. The Core Owners consider certain knowledge, skills and information, which are necessary to affect Programming, are confidential and considered to be Sensitive Electronic Information. The terms may be used interchangeably.
- Z. Push-To-Talk (PTT)** – This term applies to any request to access the Communications System, such that the Subscriber Equipment is manually actuated by pressing a physical button and/or virtual icon which allows voice communications to be transmitted as needed and when authorized.
- AA. Radio Identification Number or Radio ID** – These terms apply to a unique, eight digit number that is Programmed in every Subscriber that is associated with the Communications System. In order to Affiliate with the Communications System, the Controller must successfully authenticate the Subscriber's Radio ID. The terms may be used interchangeably.
- BB. Radio Transceiver** – This term applies to any apparatus which allows radio signals to be transmitted and received.
- CC. Roam or Roaming** – These terms apply to Affiliation with the Communications System while located in an area other than the User's Primary Jurisdiction of Operation. While located in a geographic area where Coverage is unavailable from User's Home Zone, a Subscriber may Roam (as permitted) by Affiliating with another Zone (or Core) that is Interconnected to the User's Home Zone Core. As required to effectively manage the

availability of Channel Resources, certain Talkgroups and/or Subscribers may be allowed or disallowed to Roam in certain areas at certain times using certain Communications Sites and/or Zones.

**DD. Sensitive Electronic Information** – This term applies to any knowledge or data of which the compromise with regard to confidentiality, integrity, and/or availability could have an adverse effect on any User’s interests or operations, or the privacy to which any User(s) may be entitled. It is in the best interest of the Core Owners and all their Users to safeguard certain data, including any hardware or software which may contain certain data or Electronic information, against unauthorized access and/or usage. Sensitive Electronic Information pertaining to the Communications System is exclusively owned by Core Owners and may be controlled by any means of limiting physical, virtual and/or Electronic access to hardware, software, equipment or facilities. Sensitive Electronic Information may include, but is not limited to, Passwords, Encryption information, system keys, dongles, Subscriber Equipment Programming procedures, Radio Identification Numbers, Talkgroup decimal or hexadecimal identification numbers, key variable loaders (KVL), network connectivity, Internet Protocol (IP) addresses, recording and logging data, system databases and other confidential information.

**EE. Subscriber(s) or Subscriber Equipment** – These terms apply to any transportable or fixed equipment, which may or may not be owned or controlled by the User, for the purpose of allowing the equipment to interconnect and exchange Electronic information with the Communications System. Subscriber Equipment may include various devices and components, such as mobile and portable Radio Transceivers, dispatch consoles, speakers, accessories, power supplies, modems, switches, microwave radios, electrical circuits, emergency power equipment, surge suppression and grounding equipment, antennas, coaxial cabling, towers, etc. Subscriber Equipment may be subdivided to include:

1. Control Station or Base - These terms apply to two-way Radio Transceiver equipment where the device is located at a fixed geographic location. The transceiver’s configuration often consists of a radio, power supply, desktop microphone, external speaker and may have either a magnetic-mount or externally-mounted connectorized antenna. The terms may be used interchangeably.
2. Dispatch Console – This term applies to a computer, consisting of hardware, software interfaces and accessories, which is connected to the Communications System to allow operators to communicate with users.
3. Hardware - This term applies to the physical components of an Electronic device. All Subscriber Equipment contains hardware. Internal hardware includes motherboards, chips, processors, hard drives, RAM memory, etc. External hardware devices include equipment housing, displays, monitors, buttons, accessories, keypads, keyboards, mice, printers, etc.
4. Mobile – This term applies to two-way Radio Transceiver equipment where the device is installed in a vehicle, usually with an externally-mounted antenna. Mobile radio equipment is not assigned to any specific geographic location and can be operated while in motion.
5. Modem – This term applies to two-way Radio Transceiver equipment used to exchange digital data.
6. Portable – This term applies to two-way Radio Transceiver equipment where the device is transportable. Since portables are easily carried and moved by hand, they are often referred to as “walkie-talkies” or “handhelds”.
7. Infrastructure – This term applies to communications site equipment and infrastructure such as repeater stations, site controllers, network links and its associated affiliation with the communications system.

**FF. Software or Firmware** – These terms apply to Programming information designed to direct the Electronic operation of a hardware device. Unlike hardware, software and firmware does not physically exist but, instead, is part of a virtual environment. Subscriber Equipment software or firmware contains Sensitive Electronic Information.



- GG. System Key (“System Key”) or Advanced System Key (ASK)** – The Motorola Advanced System Key (ASK) is used to prevent unauthorized programming of Subscriber Equipment. The ASK is a Universal Serial Bus (USB) hardware device (or “dongle”) which must be present and properly registered in the computer, which is utilized to affect the Programming, prior to commencing any Subscriber Programming. The terms may be used interchangeably.
- HH. Talkgroup** - This term applies to virtual channels designated for specific usage on the Communications System. When a PTT request is received, the Core automatically assigns all radio Subscribers using a designated Talkgroup to a licensed frequency for each transmission.
- II. Trunked, Trunking or Trunked System** – These terms apply to a complex, computer-controlled two-way LMR system, such as the Communications System, that allows sharing of relatively few radio frequency channels among a large number of Users. Unlike conventional repeaters that use a designated frequency for every transmission, a Trunked system takes advantage of a pool of frequencies which are dynamically assigned. By efficiently managing Channel Resources, the system allows all Users to share numerous frequencies as needed and when requested. Talkgroups are identified by certain decimal and hexadecimal numbers, which are considered Sensitive Electronic Information.
- JJ. User** – This term applies to any person, agency, organization or jurisdiction that uses the Communications System pursuant to the terms and conditions of this Agreement. Certain types of Users may pay varying costs (“User Fees”) depending on the circumstances. Generally, Users of the Communications System are categorized as follows:
1. **Local User** - This term applies to any User with a Primary Area of Operation and responsibility that is geographically-located within at least one of the Core Owner’s legal jurisdictions. In any case, a Local User’s Subscriber Equipment must have reliable connectivity with a Core in order to achieve Wide Area Trunking.
  2. **Regional User** - This term applies to any User with a Primary Area of Operation and responsibility that is not geographically-located within at least one of the Core Owner’s legal jurisdictions, but beneficial Coverage is provided by existing Communications Sites. A Regional User may operate and maintain its own Communications Sites for primary or enhanced Coverage, but at least one of the Core Owner’s Communications Sites provides secondary and/or redundant Coverage in certain geographic areas. In any case, a Regional User’s Subscriber Equipment and Communications Sites must have reliable connectivity with a Core in order to achieve Wide Area Trunking.
  3. **Remote User** – This term applies to any User with a Primary Area of Operation and responsibility that is not geographically-located within any Core Owner’s legal jurisdictions and does not consistently utilize beneficial Coverage provided by any Core Owner’s Communications Sites. A Remote User obtains primary Coverage by Affiliating with Communications Sites that are not owned or maintained by any Core Owners. In any case, a Remote User’s Subscriber Equipment and Communications Sites must have reliable connectivity with a Core in order to achieve Wide Area Trunking.
- KK. User Fee** – This term applies to any cost(s) or fee(s), as determined by the Core Owners, which is paid in exchange for access to and Affiliation with the Communications System by a Remote User or Regional User.
- LL. Wide Area Trunking** – This term applies to the optimal status of any Communications Site Affiliated with the Communications System, such that it is properly connected to a Core and is available to process activity by receiving inbound Calls which are relayed to the Core and sending outbound Calls which are relayed from the Core. If a site is not in Wide Area Trunking status, it has lost connectivity with the Core and is not affiliated with the Communications System. As a result, the affected Communications Site may still be able to process Calls, but such Call activity cannot be properly relayed to other Communications Sites, Subscribers and Users.
- MM. Zone** – This term applies to the configuration and partitioning of certain Infrastructure components which are affiliated to a Core, such as Communications Sites and Dispatch Sites, for the purpose of managing the availability of system resources. By assigning certain equipment to certain Zones, the Communications System can more effectively be assigned and managed on behalf of a large number of users throughout a relatively large geographic area.

## II. PURPOSE

This Agreement provides the basic framework for mutual participation and involvement in a long-term, multi-jurisdictional, shared Interoperable Communications System. The purpose is to set forth a clear understanding of the responsibilities and expectations of the Core Owners. The Core Owners, with a willingness to work together for the benefit of their respective Home Zone Users and the State of Alabama, have developed this Agreement in an effort to safeguard the mutual interests of the Core Owners and that of all the Users of the Communications System.

## III. COMMUNICATIONS SERVICES

The Core Owners, respectively, own and operate a multi-site Communications System for the purpose of providing mission-critical communications services in support of protecting the safety of life, health and property, with the individual Core Owners owning and being responsible for their individual Home Zone. The Communications Systems are comprised of certain Trunked 700 megahertz (MHz) and/or 800 MHz simulcast and multicast Communications Sites, which allow information to be exchanged wirelessly throughout the Coverage area.

## IV. CORE OWNERS RESPONSIBILITIES

### A. Operations

1. Each Core Owner will, as needed and to the best of their ability, but without committing a particular level of funding, continuously provide for the repair, maintenance, technical support, troubleshooting and administration of their individual Home Zone as part of the Communications System, such that more critical problems or issues are prioritized, to include:
  - a. Infrastructure; and
  - b. Communications Sites owned by Core Owner; and
  - c. Enterprise Private Network equipment owned by Core Owners; and
  - d. Central database repository for control and tracking of maintenance and technical support information, such as work activities, repairs, Subscriber Programming information (talkgroups, Radio Identification Numbers, codeplugs, etc.), preventative maintenance, etc..
2. Each Core Owner will be responsible for configuration and modification of Infrastructure and related system applications.
3. Each Core Owner will perform ongoing routine and preventive maintenance for their individual Home Zone Infrastructure.
4. Each Core Owner will be responsible for management and control of any Channel Resources on their Home Zone configured as part of the Communications System.
5. Each Core Owner will be responsible for management and control of Talkgroup allocations and Subscriber Equipment Affiliation on their Home Zone on the Communications System.
6. Each Core Owner will provide for management and control of the Enterprise Private Network which serves their Home Zone. Any changes or modifications to the network providing Interconnectivity between the Cores must be reviewed and approved by all of Core Owners.
7. Core Owners will not independently negotiate with but will collectively determine and approve the most feasible core site connectivity location and User Fees for any potential Regional or Remote Users based on the most economical and technically practicable solution that is in the best interests of the Core Owners, local agencies, and the State of Alabama.
8. Core Owners will have the right to undertake any modifications, additions and/or deletions to any current or future equipment, configuration(s) and/or tower appurtenances, to include hardware and software, associated with their Home Zone, so long as such action(s) does not cause technical problems or radio frequency interference for another party to this Agreement.
9. Core Owners will establish a committee consisting of one voting representative of each Core for the purposes of engaging in discussions and communication regarding the operation, use and maintenance of the Communications System.
10. Core Owners will be responsible for securing and controlling physical and/or virtual access to any and all Sensitive Electronic Information. To the extent deemed necessary, this may include certain restrictions such as access to facilities, information, operations and/or utilization of the Communications System.
11. Core Owners agree that any software and firmware contained within any Subscriber Equipment Affiliating with the Communications System is proprietary and contains Sensitive Electronic Information and, therefore, will endeavor to protect such information at all times.

12. Core Owners will limit and strictly control any access to the System Key and any Sensitive Electronic Information concerning the Communications System, which is required in order to prevent unauthorized Programming of Subscriber Equipment that is capable of Affiliating with the Communications System.
13. Core Owners will maintain physical or virtual control of certain Sensitive Electronic Information contained within any hardware, software and/or devices programmed with the System Key and affiliating with the Communications System, to include all the Subscriber Equipment in use on the Core Owner's Home Zone, some of which may or may not be legally owned by the Core Owner. Subscriber Equipment may possess Sensitive Electronic Information such as Passwords, Encryption information, System Keys, dongles, Subscriber Equipment Programming tools, Radio Identification Numbers, Talkgroup decimal or hexadecimal identification numbers, key variable loaders (KVL), network connectivity, Internet Protocol (IP), system databases and other confidential information.
14. Each Core Owner will limit and strictly control the number of persons with the knowledge and/or Credentials required to effect changes to Subscriber Equipment Affiliating with the Communications System. Furthermore, each Core Owner will maintain written agreements with any and all person(s) who are permitted to utilize the System Key, or any individual participating in the Programming of any Subscriber Equipment using the System Key. Each Core Owner reserves the right to limit or refuse to allow certain persons to have access to the System Key and/or certain Sensitive Electronic Information at any time.
15. Core Owners may use the System Key and certain Sensitive Electronic Information as required to program and configure certain Subscribers to Affiliate with the User's Home Zone.
16. Core Owners may use the System Key and certain Sensitive Electronic Information as required to program and configure certain Subscribers to Affiliate with certain Talkgroups and/or Zones, pursuant to the terms and conditions of this Agreement.
17. Core Owners acknowledge that inadequate control of System Keys, unauthorized possession of System Keys and/or unauthorized Programming of Subscriber Equipment may compromise the integrity and security of the Communications System. For that reason, each Core Owner agrees to implement and maintain any and all reasonable safeguards to protect the System Key and any Sensitive Electronic Information associated with Communications System.
18. Core Owners will provide and/or maintain certain information, and Electronically report the same to a central database repository, regarding their activities related to the ongoing repair and maintenance of the Communications System and/or Subscriber Programming. This is necessary to manage and control certain information that must be permanently retained, such as User contact information, Fault Management issues, Communications System maintenance, Field Replaceable Unit (FRU) repairs, Subscriber Programming activities, Zone and/or Core Affiliation authorization(s), Talkgroup permission(s), Radio Identification Number(s), Alias Identifiers, Encryption Information, Passwords, etc. Each Core Owner will ensure that all new or modified Codeplugs which are Programmed in Subscribers will be Electronically stored as part of the central database repository.
19. Core Owners will require Password protection for any new or modified Codeplug that is Programmed in Subscriber Equipment that is capable of Affiliating with the Communications System.
20. Core Owners will provide immediate notification to every party to this Agreement whenever any Subscriber Equipment is lost, stolen or misplaced, or any such Sensitive Electronic Information pertaining to the Communications System is compromised.
21. Core Owners will provide immediate notification to every party to this Agreement whenever any System Key is lost, stolen or misplaced. If a System Key is unrecoverable, the Core Owner will, at its own expense, pay the full cost to replace any lost, stolen or misplaced System Key(s). Subsequently, the Core Owners will undertake any action necessary to minimize or prevent the misuse of the System Key.
22. Core Owners agree to participate in meetings and/or discussions as needed to review the requirements, terms and conditions of this Agreement. The Core Owners will cooperate as needed to review compliance with this Agreement and to discuss any outstanding issues related to usage of the Communications Systems.
23. Core Owners, to include all of their participating Users, third-party agencies, organizations, jurisdictions and/or municipalities, acknowledge that usage of the Communications System is intended for official purposes only, so long as such User and/or Subscriber Equipment is authorized by their Home Zone. Authorized usage of the Communication System is deemed to be any communications that is critical to the preservation of life or property, or any transmission that is necessary for police, fire or other legitimate persons to perform their duties in an official capacity.



24. Core Owners, its employees, personnel or volunteers to include any person using the Communications System on behalf of any User, third-party agencies, organizations, jurisdictions and/or municipalities, is/are not permitted to conduct personal business using the Communications System.
25. Core Owners acknowledge that future technological upgrades to the Communications System are necessary to sustain the Infrastructure. These upgrades may be performed in order to achieve certain standards as required for the Communications System to attain any technological advancements which are available at the time of the upgrade. These Communications System upgrades may be performed as a capital investment and/or as part of an ongoing contractual arrangement with a vendor, which may also be referred to as a Motorola System Upgrade Agreement (SUA-II). Each Core Owner will be responsible for the costs of future upgrades to their Home Zone. Core Owners that, for any reason, cannot participate in such upgrades will be required to terminate this Agreement and shall have ninety (90) days to disconnect their Home Zone from the Communications System.
26. Core Owners agree that if, for any reason, any party to this Agreement chooses to separate its Core, that party will be responsible for any and all actual costs or expenses incurred by the remaining Core Owners associated with such severance, to include the reprogramming of Subscribers to a new system ID, reconfiguration of their Infrastructure, and any costs associated with the disassociation of the separating party from the remaining Cores up to a limit of \$500,000.00, and such actual costs and expenses shall be paid based on a proration basis of all costs and expenses incurred by the remaining Core Owners not to exceed \$500,000.00 in total. If a core owner separates its Core, the Core Owner will be required to terminate this Agreement, and the Core Owner will no longer have a vote or representation on the Governing Body or any committees.

#### **B. Governing Body**

1. The Core Owners hereby agree to establish a Governing Body consisting of a total of five (5) members, each of which must be a living person at the time of appointment and different from any other existing or current member of the Governing Body.
2. Each Core Owner, as an active and willing party to this Agreement, may designate and/or appoint by resolution of its respective legal governing body, one (1) member as its official representative to serve as a member of the Governing Body, with the authority to act on its behalf for any and all matters pertaining to this Agreement and/or governance of the Communications System.
3. The Core Owners agree that the Governing Body will, in its discretion, have the full authority to preside over and decide, by a majority vote of its members, as the case may be, any matters and/or concerns pertaining to:
  - a. Determination, approval and/or adjustment of any costs associated with any Regional and/or Remote User Fees; and
  - b. Determination and approval of the terms and conditions of the Affiliation of any Regional and/or Remote User with the Communications System; and
  - c. As required, approve any major repairs and/or replacements of Communications System equipment that would affect connectivity or compatibility with the other components of the Communications System.
4. The Core Owners agree that a quorum of the Governing Body shall consist of a majority of its members which have appeared in person for a scheduled meeting.
5. Each member of the Governing Body shall have one (1) vote, either in favor of or not in favor of, regarding any proposed measure, decision or resolution brought before a meeting of the Governing Body.
6. The Core Owners agree that members of the Governing Body may vote by proxy.
7. The Core Owners agree that any person serving as a member of the Governing Body will do so at the pleasure of the designating and/or appointing Core Owner.
8. The Core Owners agree that any member of the Governing Body may be changed and/or replaced for any or no reason by the appointing Core Owner with seven (7) days advance notification to every other member of the Governing Body.
9. The term of any member of the Governing Body is unlimited as long as the designating or appointing Core Member is still connected to the Communications System.
10. The Core Owners agree that, prior to any and all convening of the Governing Body, every member will require at least 14 days advance notification of the date, time and location of any meeting(s).

#### **V. MISCELLANEOUS**

- A. Accessibility and Coverage** – Core Owners do not guarantee the availability, accessibility or

Coverage associated with the Communications System.

**B. Waiver** - The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or otherwise deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement. Either party may delay in enforcing any of its rights under this Agreement without losing them.

**C. Amendments** - Any party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement. Any fully executed amendment will be incorporated as an addendum to this Agreement.

**D. Applicable Law/Venue** - The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alabama. In the event of a conflict with regard to this Agreement, the parties agree to submit to voluntary, non-binding mediation prior to initiating litigation. The parties agree the courts of the State of Alabama shall have exclusive jurisdiction over any legal action arising out of this Agreement and over the parties, and that the venue of any such legal action shall be in the County where the principal office of one of the named Core Owner defendants is located.

**E. Headings** – The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.

**F. Force Majeure** - No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, any acts of God, the public enemy or other cause beyond such party's reasonable control, failure to act or delay in acting by any governmental or quasi-governmental entity (including changes in applicable law), network failure, equipment failure, electrical power outage or emergency power failure, epidemics, quarantine restrictions, severe or inclement weather, fire, earthquake, flood, insurrection, riot, act of terrorism, act of war, explosion, embargo, strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, or work slow-down.

**G. Failure to Supply** – Neither the Core Owners nor their employees, contractors, officers or directors, as the case may be, will be liable for delays or failures in performing any Services, supplies or other obligations hereunder to the extent arising out of or resulting from failure to supply or perform such Services. Although Core Owners shall endeavor to guard against any loss or damages to any User as a result of the Failure to Supply, neither Core Owners nor their employees, contractors, officers or directors will be responsible for any such failure, or other act(s) or omission(s). Notwithstanding the above, Core Owners will use their best efforts to prevent any unnecessary delays or failures in performing any Services, supplies or other obligations hereunder.

**H. Severability** - Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**I. Third Party Beneficiary Rights** - The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**J. Integration** - This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and applicable agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

**K. Entirety of Agreement** - This Agreement, consisting of 13 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

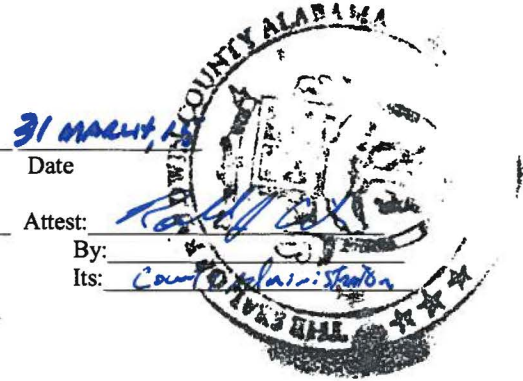
**L. No Waiver** - Nothing contained herein shall be deemed or construed as a waiver of the immunity, defense or limitation of liability of any Core User under Article I, section 14 of the Alabama Constitution, the Eleventh Amendment to the U.S. Constitution, or any other provision of law or equity. Core Users expressly reserve the right to assert any defense based on such immunity or limitation of liability in any action to enforce any term of this Agreement.

**VI. SIGNATURES**

In witness whereof, the parties to this Agreement, by and through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

BALDWIN COUNTY COMMISSION:

*Tom Dorsey*  
[Signature]  
By: Tom Dorsey  
[Printed Name]  
Its: VICE CHAIRMAN  
[Title/Position]



CITY OF BIRMINGHAM EMERGENCY COMMUNICATIONS DISTRICT

*Greg Silas*  
[Signature]  
By: Greg Silas  
[Printed Name]  
Its: 911 Director  
[Title/Position]

1 April 2015  
Date

CALHOUN COUNTY 9-1-1 DISTRICT

*Michael R Fincher*  
[Signature]  
By: Michael R Fincher  
[Printed Name]  
Its: CHAIRMAN  
[Title/Position]

May 7, 2015  
Date

MADISON COUNTY EMERGENCY COMMUNICATIONS DISTRICT

*[Signature]*  
[Signature]  
By: JAMES ERNST BLAIR  
[Printed Name]  
Its: CEO  
[Title/Position]

4/1/15  
Date

THE UNIVERSITY OF ALABAMA

*Lynna Gilbert*  
[Signature]  
By: Lynna Gilbert  
[Printed Name]  
Its: Vice President for Financial Affairs  
and Treasurer  
[Title/Position]

4/20/15  
Date



STATE OF ALABAMA  
COUNTY OF BALDWIN

I, Elaine Whittington, a Notary Public, in and for said County in said State, hereby certify that TUCKER DORSEY, as Chairman of the Baldwin County Commission, and RONALD CINK, as Budget Director/Interim County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and Budget Director/Interim County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the 31 day of March, 2015.

Elaine B. Whittington  
Notary Public, Baldwin County, Alabama  
My Commission expires: 5-3-14



STATE OF ALABAMA  
COUNTY OF ~~Baldwin~~<sup>CP</sup> ELMORE

I, CESAR A. PASTORELLI, a Notary Public, in and for said County in said State, hereby certify that GREG SILAS, as 911 DIRECTOR of the City of Birmingham Emergency Communications District, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such 911 DIRECTOR of the City of Birmingham Emergency Communications District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said City of Birmingham Emergency Communications District.

Given under my hand and seal this the 01<sup>st</sup> day of APRIL, 2015.

Cesar A. Pastorelli  
Notary Public, ELMORE County, Alabama  
My Commission expires: 22 AUGUST 2015



STATE OF ALABAMA  
COUNTY OF Calhoun

I, Ashlee Marbut, a Notary Public, in and for said County in said State, hereby certify that Michael R. Fisher as Chairman of Calhoun County 9-1-1 District, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chairman of Calhoun County 9-1-1 District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Calhoun County 9-1-1 District.

Given under my hand and seal this the 7<sup>th</sup> day of May, 2015.

Ashlee Marbut  
Notary Public, Calhoun County, Alabama  
My Commission expires: 3/26/14



STATE OF ALABAMA

COUNTY OF ELMORE

I, CESAR A. PASTORELLI, a Notary Public, in and for said County in said State, hereby certify that JAMES ERNEST BLAIR, as CEO of the Madison County Emergency Communications District, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such CEO of the Madison County Emergency Communications District, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Madison County Emergency Communications District.

Given under my hand and seal this the 01<sup>st</sup> day of APRIL, 2015.



Notary Public, ELMORE County, Alabama  
My Commission expires: 22 AUGUST 2015

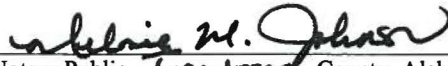


STATE OF ALABAMA

COUNTY OF Tuscaloosa

I, Melanie M. Johnson, a Notary Public, in and for said County in said State, hereby certify that Lynda Guillart, as Vice President for Financial Affairs of The University of Alabama, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Vice President for Financial Affairs and Treasurer of The University of Alabama, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of The University of Alabama.

Given under my hand and seal this the 20<sup>th</sup> day of April, 2015.



Notary Public, Tuscaloosa County, Alabama  
My Commission expires: 02.27.2018

