

EXHIBIT A

COMPREHENSIVE AGREEMENT TERM SHEET 2017-006-AK PUBLIC SAFETY RADIO NETWORK

Term	Description																																													
Nature of Comprehensive Agreement	The Comprehensive Agreement will establish a contract transitioning the City of Miami Beach from its current public safety radio system to a new Project-25 (P25) 700/800 MHz digital simulcast trunked network system. Successful implementation and completion of the public safety radio network project will include delivery, installation and integration of subscriber equipment, network and infrastructure development, software, warranty and maintenance, training, technical support and project management, throughout the term of the Agreement, in alignment toward full Project-25 compliance. The Comprehensive Agreement will be a fixed price contract, subject to adjustment only for certain events and circumstances as set forth in the Comprehensive Agreement.																																													
System Costs	<table><tr><td>Group 1. Network</td><td>\$</td><td>8,146,961.00</td></tr><tr><td>One Time Additional Discount</td><td>\$</td><td>(1,715,386.00)</td></tr><tr><td>Group 1. Network Cost - Net of Discount</td><td>\$</td><td>6,431,575.00</td></tr><tr><td>Group 2. Subscriber Equipment</td><td>\$</td><td>4,868,145.00</td></tr><tr><td>One Time Additional Discount</td><td>\$</td><td>(1,568,150.00)</td></tr><tr><td>Group 2. Subscriber Equipment Cost - Net of Discount</td><td>\$</td><td>3,299,995.00</td></tr><tr><td>Group 3. Training Cost</td><td>\$</td><td>268,430.00</td></tr><tr><td>*Sub-Total (Groups 1 through 3)</td><td>\$</td><td>10,000,000.00</td></tr><tr><td colspan="3">Group 4. Warranty and Maintenance (Network)</td></tr><tr><td>Infrastructure Year 4 - 5</td><td>\$</td><td>600,000.00</td></tr><tr><td>Infrastructure Year 6 – 10</td><td>\$</td><td>1,600,000.00</td></tr><tr><td>Infrastructure Year 11 – 15</td><td>\$</td><td>1,900,000.00</td></tr><tr><td>Hardware Refresh Year 7 and Year 12</td><td>\$</td><td>1,400,000.00</td></tr><tr><td>Total Warranty/Maintenance Cost</td><td>\$</td><td>5,500,000.00</td></tr><tr><td>** GRAND TOTAL SYSTEM COST (Groups 1 through 4)</td><td>\$</td><td>15,500,000.00</td></tr></table>	Group 1. Network	\$	8,146,961.00	One Time Additional Discount	\$	(1,715,386.00)	Group 1. Network Cost - Net of Discount	\$	6,431,575.00	Group 2. Subscriber Equipment	\$	4,868,145.00	One Time Additional Discount	\$	(1,568,150.00)	Group 2. Subscriber Equipment Cost - Net of Discount	\$	3,299,995.00	Group 3. Training Cost	\$	268,430.00	*Sub-Total (Groups 1 through 3)	\$	10,000,000.00	Group 4. Warranty and Maintenance (Network)			Infrastructure Year 4 - 5	\$	600,000.00	Infrastructure Year 6 – 10	\$	1,600,000.00	Infrastructure Year 11 – 15	\$	1,900,000.00	Hardware Refresh Year 7 and Year 12	\$	1,400,000.00	Total Warranty/Maintenance Cost	\$	5,500,000.00	** GRAND TOTAL SYSTEM COST (Groups 1 through 4)	\$	15,500,000.00
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Negotiated Enhancements (Value of these items is \$406,932.00)	- Qty 25 XG-25 portable radios (featuring OTAR and AES) replacing XG-15 unencrypted portable radios - OTAR and AES features added to 25 Fire Dept. portables - OTAR and AES features added to 5 DEM portables - All Police Radios are full key pad (System) models - One additional Console for Traffic/Code - Microwave to reach additional Console for Traffic/Code - Microwave link for the ISSI - Extended Warranty to 3 years including NOC Monitoring																																													

Optional Radio Maintenance	<table><tr><td>Years 4 through 5 - Radios Maintenance</td><td>\$</td><td>234,258</td></tr><tr><td>Years 6 through 10 - Radios Maintenance</td><td>\$</td><td>649,974</td></tr><tr><td>Years 11 through 15 - Radios Maintenance</td><td>\$</td><td>753,498</td></tr><tr><td>Total Radio Warranty/Maintenance Cost</td><td>\$</td><td>1,637,730.00</td></tr></table> a. Years 1-3: No charge. Cost is included in Group 2, Subscriber Equipment Cost. b. Yearly Installments: <table><tr><td>Years 4 and 5 - Radios Maintenance</td><td>\$117,129.00</td></tr><tr><td>Years 6 through 10 - Radios Maintenance</td><td>\$129,994.80</td></tr><tr><td>Years 11 through 15 - Radios Maintenance</td><td>\$150,699.60</td></tr></table> If the City elects to opt for the subscriber units maintenance in Years 4-15, the City shall notify Harris at least 90 days prior to third anniversary date of Final System Acceptance	Years 4 through 5 - Radios Maintenance	\$	234,258	Years 6 through 10 - Radios Maintenance	\$	649,974	Years 11 through 15 - Radios Maintenance	\$	753,498	Total Radio Warranty/Maintenance Cost	\$	1,637,730.00	Years 4 and 5 - Radios Maintenance	\$117,129.00	Years 6 through 10 - Radios Maintenance	\$129,994.80	Years 11 through 15 - Radios Maintenance	\$150,699.60
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Deadlines/Milestones	The Contractor will be required to achieve certain deadlines under the Comprehensive Agreement, including deadlines for project scheduling, testing, and final completion. Major milestones are outlined in the mutually agreed upon Project Schedule to be included in Exhibit A of the final negotiated agreement and, generally, shall proceed in the following order: • Kick-off Meeting – 10 days after contract signing. • Detailed Design Review – 2 months after Kick-off Meeting. • Factory Staging – 6 months after Kick-off Meeting. • Shipment of Equipment – 7 months after Kick-off Meeting. • Installation – 11 months after Kick-off Meeting. • Functional and Coverage Testing – 16 months after Kick-off Meeting. • Final Acceptance – 18 months after Kick-off Meeting.																		
Term of Agreement	The term of the Comprehensive Agreement will be fifteen (15) years from the effective date of the Comprehensive Agreement, from the date the City issues its letter of System Acceptance, subject to extension pursuant to the Comprehensive Agreement. The City, by and through its City Manager, shall have two (2) option(s) to renew this Agreement, for a period of one (1) years for each renewal term option, subject to availability and appropriation of funds, at the City's sole discretion. City shall provide Contractor with notice of renewal no later than thirty (30) days prior to the expiration of the initial term (or first renewal term, as applicable).																		
Key Personnel and Key Contractors	The Contractor will not be allowed to terminate, replace or substitute any key account manager and related personnel without the City's approval. The Comprehensive Agreement will include information regarding provisions that must be included in key contracts.																		
Governing Law and Venue	The Comprehensive Agreement shall be governed by the laws of the State of Florida. Exclusive venue shall be in Miami-Dade County (if in state court) and the U.S. District Court, Southern District of Florida (if in federal court). The parties waive a trial by jury in any civil litigation relating to the Comprehensive Agreement.																		

Payment Schedule	The amounts outlined in the Price Schedule (Exhibit B) shall be paid by the City to the Contractor as follows: A. Infrastructure. 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 NTP1. Twenty (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 the Detailed Design Review Approval. Twenty five percent (25%) 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 Equipment shipment. 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 for the Police Department, EOC/Fire Station 2 and Council Tower Sites, or the first three sites installed (exclusive of the mutually agreed upon value of any punchlist items). 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 for Collins Condominium, Tower 41 and Park View Sites or final sites installed (exclusive of the mutually agreed upon value of any punchlist items). 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. B. Subscriber Hardware: 1. One Hundred percent (100%) of the purchase price of Subscriber Hardware shall be invoiced upon delivery of units on a per unit basis. Delivery of radios to be finalized during DDR. C. Maintenance: 1. Infrastructure Maintenance. a. Years 1-3: No charge. Cost is included in Group 1, Network Cost. b. Years 4-15: \$5,500,000, payable in equal yearly installments (on the anniversary date of Final System Acceptance) of \$458,333.33.
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Contingency Allowance	The amount of contingency allowance under this Agreement shall be Ten Percent (10%) of the Total Agreement Price, to be used solely at the City's discretion, and with the approval of the City Manager, to pay for any element or service that was unforeseen and not specifically required of the Contractor by the Contract Documents.
Licenses, Permits, and Fees	All FCC frequency coordination, license application preparation and engineering activities associated with the development of the FCC license submittal, including path surveys, as necessary, shall be the responsibility of the Contractor. The City is responsible for obtaining all Federal Communications Commission frequency licenses for the System, with the Contractor providing technical assistance and information as set forth in the Statement of Work. The City will be responsible for obtaining all FAA approvals for newly-constructed or modified towers, if applicable.
Assignment	This Agreement shall not be assigned, sold, conveyed, pledged, encumbered or otherwise transferred by Contractor, in whole or in part, and Contractor shall not assign any part of its operations, without the prior written consent of the City Manager, which may be withheld or conditioned, in the City Manager's sole discretion.
Legal Terms and Conditions	In addition to the financial and business terms contained herein, the Comprehensive Agreement shall include negotiated terms acceptable to the City Manager and City Attorney. Should the City be unable to successfully negotiate an agreement, the City, through the City Manager, reserves the right, to terminate negotiations.