



Proposal

Saint Lucie & Martin Counties

ACS activation For SmartConnect

July 18th, 2025

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PS-000185996

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

July 18th, 2025

Craig Montgomery and Russell Norvell

Subject: ACS activation For SmartConnect

Dear Craig and Russell,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Saint Lucie County and Martin County with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for ACS Activation for Smart Connect.

This proposal consists of this cover letter and the Motorola Customer Agreement together with its Exhibits (collectively the "MCA"). This proposal shall remain valid for a period of 60 days from the date of this cover letter. Saint Lucie & Martin Counties may accept the proposal by delivering the signed MCA. Alternatively, Motorola would be pleased to address any concerns Saint Lucie and Martin County may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, George Nassif at (954) 605-8196 or the Manufacturer's Representative, Luke Tucker at (863) 414-3400.

We thank you for the opportunity to furnish Saint Lucie and Martin County with "Best-in-Class" solutions and we hope to strengthen our relationship by implementing this project. We aim to provide you with the best products and services in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Josh Trifiletti
Area Sales Manager Southeast Florida

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Section 1

System Description

1.1 ACS Solution Overview Refresher

Motorola Solutions' ASTRO® 25 Connectivity Service ("Service") provides network backhaul to support the Customer's mission-critical ASTRO 25 communications. Currently, Saint Lucie and Martin Counties have an ACS in place, but not enabled for SmartConnect application service. Currently, both counties IT service provider self-manages the shared / co-owned and operated SmartConnect application service connectivity, via a fiber backhaul interconnection, between both counties. This Proposal would migrate the existing SmartConnect application service off the IT county network, and instead establish a fully-managed end-to-end backhaul service, for both operational efficiency, as well as increased security.

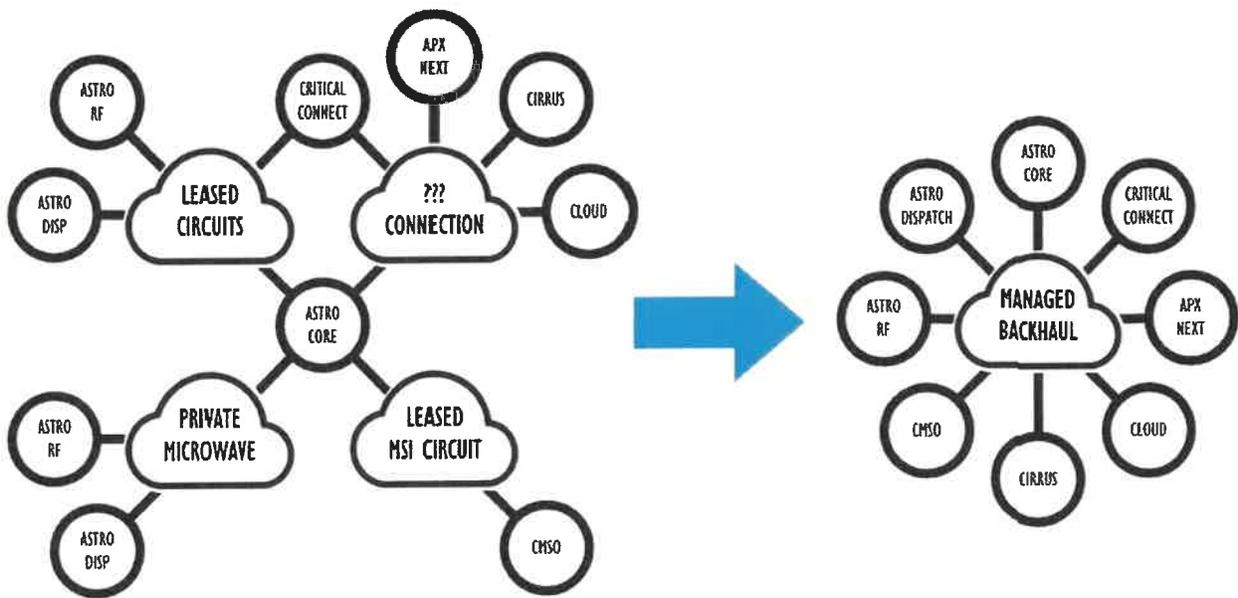


Figure 1: Singular architecture to provide a managed and flexible network to connect customers with essential Motorola Communication Products and Services

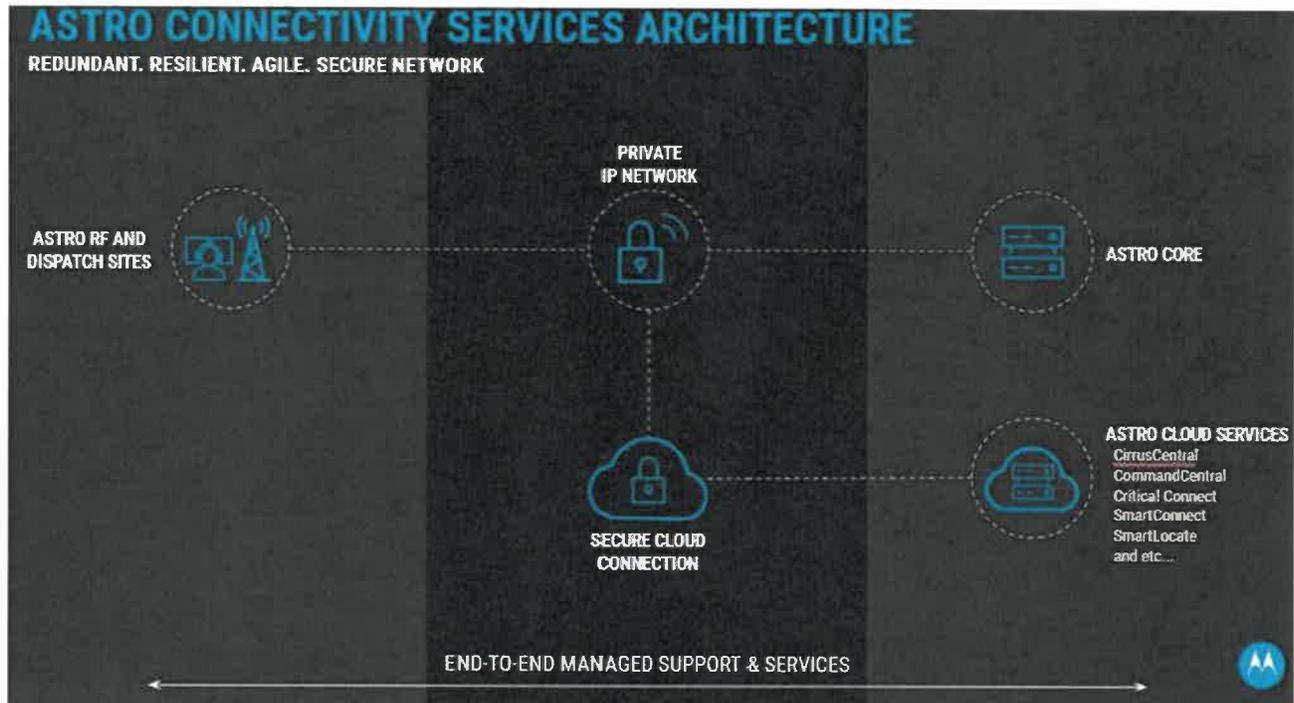


Figure 2: ACS Cloud Connectivity Solution Diagram

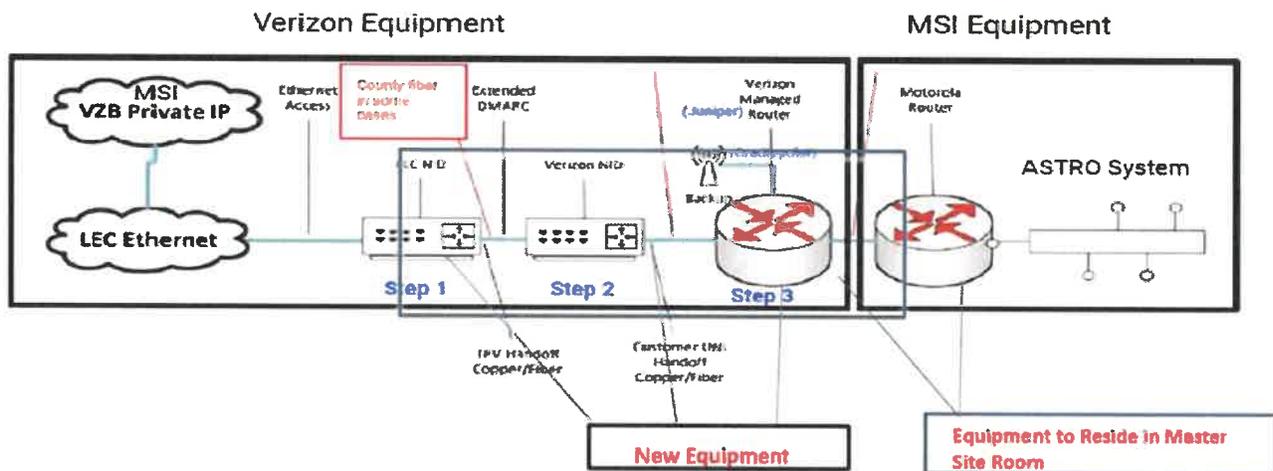


Figure 3: Block Diagram of Steps for ACS deployed previously

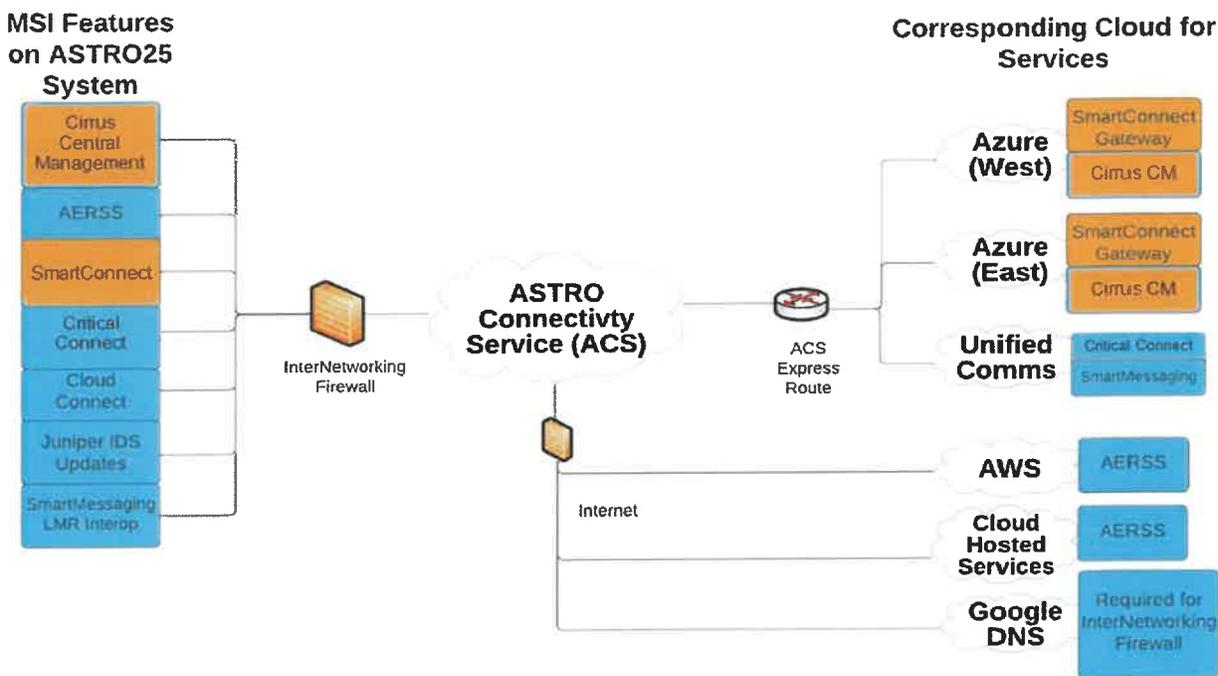


Figure 4: Cloud Based Services

The **ASTRO 25 Connectivity Service (ACS)** is offered and available exclusively to ASTRO 25 systems that provide Public Safety Radio Services. The service is designed specifically to enable single vendor sourcing for Motorola Solutions’ ASTRO 25 systems and Motorola Solutions information-based applications, including SmartConnect and other cloud and hosted applications provided by Motorola Solutions. These applications must be licensed from Motorola Solutions under a separate agreement to access and use the respective services.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and the customer (“Customer”).

Notwithstanding, the connectivity contemplated in the ASTRO® 25 Connectivity Service will be provided by Motorola Solutions Connectivity Inc., a wholly owned subsidiary of Motorola Solutions. In order to enable delivery of these connectivity services, customers must sign the Transport Connectivity Addendum (“TCA”) attached to the Agreement. Any transport or connectivity will be provided by Motorola Solutions Connectivity, Inc.

Motorola Solutions Connectivity, Inc. will utilize Motorola Solutions, Inc. as its billing and collection agent and Customer expressly agrees that invoices for services provided by Motorola Solutions Connectivity, Inc. may appear on invoices issued by Motorola Solutions, Inc. Charges for Motorola Solutions Connectivity, Inc. services that appear on invoices issued by Motorola Solutions, Inc. shall be paid to Motorola Solutions, Inc. and are fully satisfied under the billing and payment terms of the Motorola Solutions, Inc. Service Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the ASTRO 25 system within a standard support period as described in Motorola Solutions’ [Software Support Policy \(“SwSP”\)](#).

1.2 Existing System Details

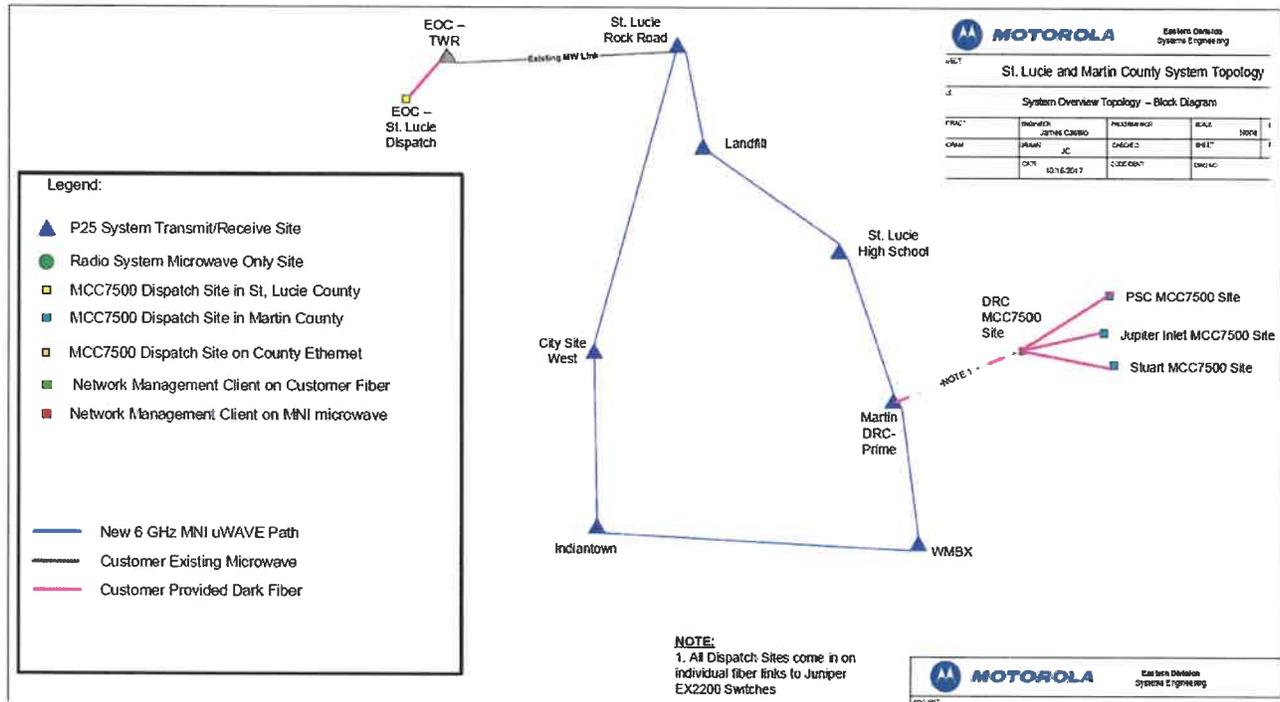


Figure 5: Existing Site Architecture Diagram



Figure 6: Existing Verizon Router at Rock Road Master Site

1.3 Migration of SmartConnect from IT network to ACS network

A fiber-optic backhaul transport creates a shared internet connectivity between the counties of Saint Lucie and Martin. This IT backhaul connectivity is also used to connect the ASTRO P25 system back to the Cellular Carrier, effectively placing a part of the overall SmartConnect operation on the county’s IT network. This Fiber is part of the IT network secured via a county-managed IT organization. This fiber-optic network connectivity will remain in place for continued internet connectivity between the counties. However, the logical connectivity of SmartConnect will be moved to the cloud, and no longer transported on either the FIBER or other county-managed IT networks. Upon activation of the ACS internetworking firewall VRF port (i.e. Virtual Routing & Forwarding), SmartConnect will become exclusively a cloud-based service, fully managed by Motorola, and isolated from the existing county IT network. The county-managed IT organization can and will continue to use a VPN to monitor, perform remote troubleshooting, and send UEM alerting emails

Please note that ACS is not a cybersecurity solution. Refer to a separate proposal regarding cybersecurity managed products and services.

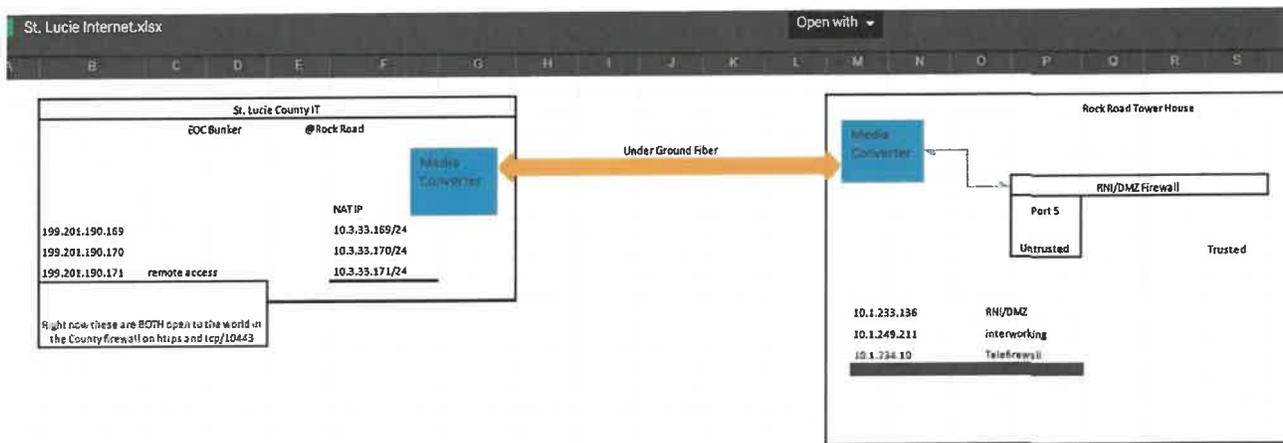


Figure 7: Existing Customer-Managed IT network Fiber between Counties

1.4 Prerequisites, Assumptions, and Caveats

This proposal presumes that since the ASTRO 25 Connectivity Service Sites and Equipment have already been deployed and installed, no further discussion regarding the hardware is contained within the scope of these additional proposed ACS cloud-based services.

To connect the Customer's on-premises ASTRO 25 infrastructure sites and cores and receive the full scope of ACS services, the Customer is required to have an ASTRO 25 infrastructure service package. Without the infrastructure services packages, some ACS services may be limited.

The Service is integrated with the Customer's ASTRO 25 infrastructure service package as a supplemental service when purchased. The ASTRO 25 Connectivity Service to the Customer's ASTRO 25 infrastructure sites and core may terminate upon the Customer canceling its ASTRO 25 service package.

The ASTRO 25 Connectivity Service does not require separate service packages to support cloud-hosted applications like SmartConnect. The Cloud applications utilizing ACS will have their own SOW (e.g., APX Next, SmartConnect, Cirrus, Critical Connect, etc.) as a part of their Software Services Subscriptions.

1.4.1 Existing ACS deployment and future enhancements assumptions:

1. CORE SHARED= 1.
2. RNI DMZ CEN's= 1.
3. SmartConnect subscription= 1 shared.
4. Remote CEN's= 0.
5. Control Room CEN's= (1 or 2 for Saint Lucie for Logging Recorder.
6. LTE coverage at site inside building, otherwise install external antenna.
7. No Special Construction is needed for Fiber Build to building. This is assessed at site walk during install and may require a change order or added costs if fiber needs to be pulled from the street.
8. The in-building demarc is within 150' of the Telco entry, or that single mode fiber is available from the Customer inside the building.
9. Rack/Wall space (3-4 RU), power and grounding (per R56) at ASTRO site.
10. All ACS Services including Updates, Repair, Network Engineering and Monitoring are included in the managed services.
11. The NMO network backhaul monitoring VRF port is currently activated and operational.
12. The Astro Core Backhaul VRF port is neither activated nor operational, and is not required to be, as that VRF port is not necessary within the scope of this proposed ACS solution enhancement.

13. Verizon should have already installed a router, which has two ports: one port goes to CMSO router, and the other port goes to the Internetworking FW in your core. The ACS team will provide an IP address and GW address needed to add to the TNCT file for Internetworking GW.

1.4.2 Availability Goals

1.4.2.1 Service Level Availability Objectives

Motorola Solutions' ASTRO 25 Connectivity Service includes service level goals, calculated using a standard formula described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions will monitor service availability 24 hours a day, seven days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions will provide the Customer with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions will determine connection availability individually for each of the Customer's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table 2, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table 1 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Site Type	Link Count	andoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
RF Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
RF Subsite	1	10 – LC Fiber	SRX345	No	99.5%
Dispatch Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
Conduit Hub (Standalone)	2	100 – LC Fiber	SRX1500	No	99.999%
Conduit Hub (Primary)	1	100 – LC Fiber	SRX1500	No	99.5%
Conduit Hub (Geo Location)	1	100 – LC Fiber	SRX1500	No	99.5%

Site Type	Link Count	andoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
Prime Site (Standalone)	2	100 – LC Fiber	SRX1500	Design Dependent	99.999%
Prime Site (Primary)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
Prime Site (Geo Location)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Cloud Apps)	99.999%
ASTRO 25 Core (DSR)	2	1000 – LC Fiber	SRX1500	Yes (Cloud Apps)	99.999%
Cirrus Hub	2	100 – LC Fiber	SRX345	No	99.999%

Table 1: ASTRO 25 Connectivity Service Level Goals

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which the Customer cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify the Customer of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and the Customer. Motorola Solutions and the Customer will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event as defined in the Agreement is not included in availability calculations, but Motorola Solutions will provide a continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the Customer is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.

- Sites installed for less than one full calendar month.
- Customer Premises Equipment (“CPE”) is not under Motorola Solutions’ 24/7 monitoring coverage.
- Sites with wireless primary access.
- Customer sites with wireless backup access, where wireless signal strength does not meet wireless signal strength guidelines as required by Motorola Solutions.
- Any delay, act, or omission by the Customer or a third party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and the Customer has not released its Service for immediate testing, are excluded.
- IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS EXCEPT AS CAUSED BY MOTOROLA’S NEGLIGENCE OR WILLFUL MISCONDUCT; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.
- “AS IS”. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- Availability and Accuracy. The customer acknowledges that the services’ functionality, availability, and accuracy described herein depend on many elements beyond Motorola Solutions’ control, including databases managed by Customer or third parties and Customer’s existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee the availability or accuracy of data or any minimum level of coverage or connectivity. The customer agrees not to represent to any third party that Motorola Solutions has provided such a guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

1.4.2.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Incident Priority	Incident Definitions	Primary Link Response Time Goals	Secondary Link Response Times
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Incident Priority	Incident Definitions	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the Customer. The Customer is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but the Customer is able to use the Service. Incidents are assigned this priority if the Customer is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem affects an ASTRO 25 Connectivity Service component, which does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes.	8x5
Low P4	<ul style="list-style-type: none"> ▪ Customer's requests that do not impact the ASTRO 25 Connectivity Service, such as a Customer request for an incident report ▪ Service incidents not covered by other priority levels. ▪ Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes.	8x5

Table 2: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

1.4.3 ASTRO 25 Connectivity Service Sites and Equipment

Table 3 describes sites included in the proposed backhaul design, notes their location, site type.

Site Name	Site Address	Site Type
Rock Road Master Site	101 N Rock Rd Fort Pierce, FL 34945	Astro 25 Core Site

Table 3: ASTRO 25 Connectivity Service Interconnected Site Locations

Section

Pricing Summary

Motorola is pleased to provide the following ACS services to Saint Lucie and Martin Counties:

2.1 ACS Service for Year 1-5:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Saint Lucie County	\$10,540	\$10,540	\$10,540	\$10,540	\$10,540	\$52,700
Martin County	\$10,540	\$10,540	\$10,540	\$10,540	\$10,540	\$52,700
Grand Total:						\$105,400

2.2 Payment Schedule:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Upon Service Installation and final acceptance, Motorola will invoice Year 1 Services and annually in advance of each year of the plan thereafter.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

Section 3

Contractual Documentation

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entities purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. **Scope; Agreement Documents.** This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. **Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and terms described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal, except where otherwise stated.

2. Definitions.

“**Authorized Users**” means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“**Customer Data**” has the meaning given to it in the DPA.

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“**Data Processing Addendum**” or “**DPA**” means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated

into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“Software-as-a-Service” or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“Software System” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. **Integration Services; Maintenance and Support Services.** Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. **Service Proposals.** The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. **Service Completion.** Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

- 3.2.5.1. Additional Service Terms.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
[Drone related Products](#)
[Comparison Manager](#)
[Data licensed from Motorola](#)
- 3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will take reasonable measures to safeguard all tools and equipment while in its custody or control, and will be liable for any loss or damage to the extent caused by Customer's gross negligence or intentional misconduct. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. Authorized Users.** Customer will require its employees and Authorized Users to agree to comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may

request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

July 18th, 2025
Saint Lucie & Martin Counties
ACS activation For SmartConnect

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

- 4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, may be renewed for an additional twelve (12) month period (a “**Renewal Subscription Year**”) upon mutual agreement of the Parties. The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**.”) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform. In the event of such termination, Customer's payment obligations shall cease as of the date of termination, and Motorola shall only be entitled to compensation for those Products delivered or performed up to the date of termination.
- 4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, the Parties will mutually agree if Customer and the Authorized Users will return or destroy all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Both Parties have a duty to mitigate any damages under this Agreement, including in the event of default or termination of this Agreement by the other party.
- 4.7. Equipment. Intentionally Omitted.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of \$ 105,400, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Contractual Documentation



Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions

- 5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within forty-five (45) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. A valid exemption certificate shall be provided upon request by Motorola.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within forty-five (45) days of receipt of a proper invoice or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence. Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.
- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer(s) at the following address:

St. Lucie County

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Martin County

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery

of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms

2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer.
- 5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including

the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

- 6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions. Customer will take commercially reasonable measures to ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment. Customer permits Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement. Customer is responsible for ensuring all necessary rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement. Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a performance change in the Fees or schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer is responsible to ensure it has necessary rights and licenses to permit Customer's and its Authorized Users', and Motorola's use of the Non-Motorola Materials in connection with the Products. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.
- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if

Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. **End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. **Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. **API and Client Support.** Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable prior notice or without prior notice but reasonable subsequent notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version when provided by Motorola. Motorola will support each client version for 45 days after its release but may update the client version at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. **System Warranty.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. **Communications Systems.** During the Warranty Period, in addition to warranty services Maintenance and Support Services for the Equipment and support for the Motorola Motorola will provide Licensed Software in

Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. **SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. **Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon

the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims: Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

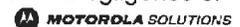
7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or

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with misc addl. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim and; (b) Motorola having sole control of the defense of the

suit and all negotiations for its settlement or compromise to the extent allowed by applicable law for all monetary claims; and (c) Customer will use its best efforts to cooperate with Motorola and, if requested by Motorola, provide reasonable assistance in the defense of the Claim. Notwithstanding the foregoing, (1) Motorola shall not settle or agree to compromise any Claim unless it fully and unconditionally releases Customer from all liability thereto and does not adversely impact the exercise of the rights granted to Customer, and (2) Customer shall have the right to employ counsel of its own at its own expense.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a patent or copyright ("Infringement Claim"), and Motorola will pay all damages and attorney's fees and costs finally awarded against Customer by a court of

competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; and (b) Motorola

having sole control of the defense of the suit and all negotiations for its settlement or compromise for all monetary claims; and (c)

Customer will use its best efforts to cooperate with Motorola and, if requested by Motorola, provide reasonable assistance in the defense of the Infringement Claim. Notwithstanding the foregoing, (1) Motorola shall not settle or agree to compromise any Claim unless it fully and unconditionally releases Customer from all liability thereto and does not adversely impact the exercise of the rights granted to Customer, and (2) Customer shall have the right to employ counsel of its own at its own expense.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing so long as the replacement or modification is of the same or similar quality; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs,

specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. Reserved.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES,

SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR

Contractual Documentation



ARISING OUT OF THE AGREEMENT WILL NOT EXCEED \$500,000. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT

(WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

- 9.2. **EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS EXCEPT AS CAUSED BY MOTOROLA'S NEGLIGENCE OR WILLFUL MISCONDUCT; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. **Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than five (5) years after the date of accrual of the cause of action.

10. Confidentiality.

- 10.1. **Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. **Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly

granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer is responsible to ensure Motorola has all necessary rights and consents for the foregoing.

11.4. Improvements: Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work,

System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule and payment obligations.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors), upon mutual agreement of the Parties.

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in St. Lucie County, Florida or Martin County, Florida, as mutually agreed upon by the parties, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties to the extent permitted by law. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in the Nineteen Judicial Circuit Court of Florida for state claims and the Southern District of Florida for federal claims, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State and county in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users’ use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and in accordance with Florida’s Records Retention laws, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their

respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.

By: 

Name: Daniel Sanchez

Title: MSSSI FL Territory Vice President

Date: 11/19/2025

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



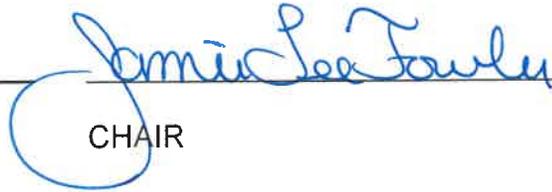
ATTEST:

ELYSSA A. ELDER, COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA



DEPUTY CLERK



CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:


ASSA COUNTY ATTORNEY

Addendum to ACS Activation For SmartConnect Agreement

The following terms and conditions are incorporated into and form a part of the agreement to which they are attached (Agreement) for all purposes. County means both Martin County, a political subdivision of the state of Florida and St. Lucie County, a political subdivision of the state of Florida. County may be referred to as Customer.

Addendum Controlling. If there is a conflict between the terms and conditions of the agreement to which this Addendum is attached, or any other agreement incorporated or made part of that agreement, and this Addendum, this Addendum controls.

Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Customer's sovereign immunity protections existing under the laws of the State of Florida or extending or increasing the limits of liability as set forth in Section 768.28, Florida Statutes, as it may be amended. All sections, paragraphs, or references to indemnification of Contractor, its subsidiaries affiliates, officers, employees, or any third-parties by the County are hereby stricken and do not apply to Martin or St. Lucie Counties to the extent prohibited by law.

Non-Appropriation. This Agreement is subject to the availability of funding by the parties and does not obligate future appropriations for the obligations created herein. Notwithstanding the above, the Customer's will pay Motorola for all authorized conforming services satisfactorily and responsibly rendered, and equipment or parts provided, up to the date of termination due to non-appropriation.

Limitation of Liability. All sections, paragraphs, or references in any incorporated agreement to warranties disclaimed by Contractor and limitation of liability in favor of the Contractor shall be subject to and/or replaced with the warranty disclaimer and limitation of liability in the Motorola Customer Agreement (MCA).

Choice of Law; Venue; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties agree that the state courts in and for the Nineteen Judicial Circuit Court of Florida, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought in connection with this Agreement. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY, INCLUDING AN ADVISORY JURY, IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR RELATING TO THIS AGREEMENT. In any litigation permitted by this Agreement, each party shall bear their own costs and fees, including attorney fees.

E-Verify. As a condition precedent to entering into this AGREEMENT, and in compliance

with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

PUBLIC RECORDS. Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the COUNTY shall give notice as is practicable to the CONTRACTOR that such disclosure is required. CONTRACTOR shall comply with public records laws, specifically, CONTRACTOR shall:

- (i) keep and maintain public records required by COUNTY to perform the service;
- (ii) upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida

Statutes or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and

(iv) upon completion of this Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT MARTIN COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, PUBLIC_RECORDS@MARTIN.FL.US, MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996, AND ST LUCIE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, Susan.Bellamy@stlucieco.gov, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

Confidentiality

"**Confidential Information**" means the non-public information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know how that would reasonably be deemed to be trade secrets in accordance with Section 812.081, Florida Statutes and has been specifically identified in writing to the other party; or County Data. Confidential Information does not include information that (a) is in, or enters, the public domain without breach of this Agreement; (b) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; the receiving party knew prior to receiving such information from the disclosing party; or (c) the receiving party develops independently without reference to the Confidential Information. Each party agrees: that it will not disclose to any third party, for its use for its own benefit or the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted in this Agreement; and that it will take reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control. Either party may disclose Confidential Information of the other party: (i) pursuant to the

order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to contest such order or requirement; or (ii) to the parties agents, representatives, subcontractors or service providers who have a need to know such information provided that such party maintain the Confidential Information on a confidential basis. Each party acknowledges and agrees that a breach of the obligations of this Section by the other party may result in irreparable injury to the disclosing party for which there will be no adequate remedy at law, and the disclosing party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient.

Notwithstanding the foregoing, Contractor acknowledges that County is a public entity subject to Chapter 119, Florida Statutes. If County receives a public records request for public records received from Contractor, including any records that may be or may contain Confidential Information, County shall promptly notify Contractor. The notice shall inform Contractor that it must promptly inform County, in writing, whether or not Contractor claims an exemption to the release of part or all of the requested public record. If Contractor claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If Contractor claims that an exemption applies to part of a requested public record, Contractor shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If Contractor promptly notifies County of a claim of exemption, County shall review the exemption claimed and decide whether to release the public records. If Contractor fails to promptly notify County that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and County shall release the record as requested.

Contractor will indemnify, defend, and hold County, County's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by County with counsel of County's choice but at the expense of Contractor, including reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for reasonable attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by Contractor. For the avoidance of doubt, any monetary settlement for which Motorola is obligated to make payment shall require Motorola's prior written approval.

Termination.

a. Without Cause. Either party may terminate the Agreement without cause at any time upon 30 calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Notwithstanding the above, the County will pay the Contractor for all authorized conforming services rendered, and

equipment or parts provided, up to the date of termination.

b. Scrutinized Companies Termination. . The County may immediately terminate the Agreement without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Agreement. Notwithstanding the above, Contractor does have business operations in Sudan and Syria in the form of support for various United Nations missions. This support is only provided after approval from the US Government in the form of an export license from the US Department of Commerce.

Notice

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by either (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing the date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

If to ST. LUCIE COUNTY:

County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

With a Copy to:

County Attorney
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

If to MARTIN COUNTY:

Telecommunications Manager
Information Technology Services Department
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

With a Copy to:

County Attorney's Office
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

If to CONTRACTOR:

Motorola Solutions, Inc
500 W Monroe St, Ste 4400
Chicago, IL 60661

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IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the last date written below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:



ATTEST:

ELYSSE A. ELDER, COUNTY ATTORNEY

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Vera Smith

DEPUTY CLERK

Jamie Lee Frewer

CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

[Signature]

COUNTY ATTORNEY

MOTOROLA SOLUTIONS, INC.

BY:  _____

PRINT NAME: Daniel Sanchez

TITLE: MSSSI FL Territory Vice President

DECLARATION UNDER PENALTY OF PERJURY

Pursuant to sections 787.06(13) and 287.138(4)(a), Florida Statutes, I hereby declare the following:

I, Daniel Sanchez, an officer or authorized representative for Motorola Solutions, Inc. (entity name), declare that Motorola Solutions, Inc. (entity name) does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

I, Daniel Sanchez, an officer or authorized representative for Motorola Solutions, Inc. (entity name), declare that Motorola Solutions, Inc. (entity name) (a) is not an entity owned by the government of a foreign country of concern; (b) is not an entity in which a government of a foreign country of concern has a controlling interest; or (c) is not an entity organized under the laws of or has its principal place of business in a foreign country of concern, as defined in section 287.138, Florida Statutes.

I declare under penalties of perjury that the foregoing statements are true and correct.

[Handwritten signature of Daniel Sanchez]

Signature

Daniel Sanchez

Name

MSSSI FL Territory Vice President

Title

11/21/2025

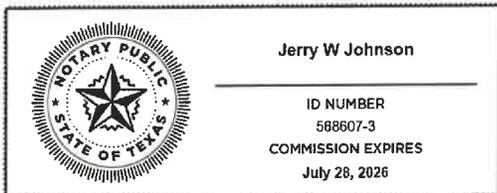
Date

STATE OF Texas

COUNTY OF Tarrant

The foregoing Stipulation was sworn to or affirmed and signed before me, by means of

[] physical presence or [X] online notarization, this 21st day of November 2025 by Daniel Sanchez, who is personally known to me or has produced DRIVER LICENSE as identification.



Jerry W Johnson
Notary Public, State of Texas

Signature of Notary
My commission expires: 07/28/2026