

RESOLUTION NO. 19-12.5

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA AUTHORIZING THE LEASE PURCHASE FINANCING OF THE ACQUISITION AND INSTALLATION OF CERTAIN COMMUNICATIONS EQUIPMENT; APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULES A AND B TO AN EXISTING EQUIPMENT LEASE-PURCHASE AGREEMENT, DATED AS OF DECEMBER 31, 2015, AND COMMUNICATIONS SYSTEM AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Martin County, Florida (the "County") has previously entered into an Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. (the "Lessor") on December 31, 2015 (the "Master Equipment Lease-Purchase Agreement"); and

**WHEREAS**, the Board of County Commissioners of County has determined that a true and very real need exists for the acquisition and financing of certain communications equipment (the "Equipment"); and

**WHEREAS**, in order to finance the costs of acquisition, purchase, financing and leasing of the Equipment, the County now desires to supplement the Master Equipment Lease-Purchase Agreement by approving the execution and delivery of Schedules A and B to be attached thereto ("Lease No. 24714"), in the form attached hereto as Exhibit A; and

**WHEREAS**, the County has taken the necessary steps to arrange for the acquisition and financing of the Equipment; and

**WHEREAS**, the proposal submitted by the Lessor to the County for the acquisition and financing of the Equipment contained the terms most advantageous to the County; and

**WHEREAS**, the County now desires to authorize and approve the Communications System Agreement/Additional Site to P25 System Lease Purchase between the County and the Lessor (the "Communications System Agreement") in connection with the lease purchase financing of the Equipment, in substantially the form attached hereto as Exhibit B; and

**WHEREAS**, Lease No. 24714 does not obligate the County beyond 12 months; and

**WHEREAS**, the transaction costs to the County associated with execution and delivery of Lease No. 24714 includes legal fees and expenses and such other expenses as may be necessary of incidental.

**NOW, THEREFORE, IT IS HEREBY ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapter 125, Florida Statutes, Chapter 29, Article 2, Code of Laws and Ordinances of the County, and other applicable provisions of law (collectively, the "Act").

**SECTION 2. RECITALS.**

(A) The findings and declarations of the County contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(B) It is in the best interests of the County and its inhabitants to acquire and finance the Equipment as contemplated hereunder.

(C) It is hereby ascertained, determined and declared that, in light of prevailing and anticipated market conditions, it is in the best interest of the County to enter into the Communications System Agreement and Lease No. 24714 upon the satisfaction of the conditions set forth in Section 3 hereof.

**SECTION 3. AUTHORIZATION OF LEASE PURCHASE FINANCING, LEASE NO. 24714 AND COMMUNICATIONS SYSTEM AGREEMENT.**

(A) The County is hereby authorized to execute and deliver Lease No. 24714 in an aggregate principal amount not to exceed \$2,351,868.00 for a term that ends on or before December 15, 2026, at an interest rate of not to exceed 2.61%. Subject to compliance with the parameters in the immediately preceding sentence, the Chairman, or in his or her unavailability, the Vice Chairman (collectively, the "Chairman") is hereby authorized to execute and deliver Lease No. 24714 and the Communications System Agreement.

(B) Because of the characteristics of Lease No. 24714, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of Lease No. 24714, it is in the best interest of the County to execute and deliver Lease No. 24714 in a private negotiated financing transaction. Prior to the execution and delivery of Lease No. 24714, the County shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit C.

(C) Lease No. 24714 and the Communications System Agreement, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively, are hereby approved, with such omissions, insertions and variations as may be approved on behalf of the

County by the Chairman, such approval to be evidenced conclusively by the Chairman's execution thereof. Subject to compliance with the parameters in Section 3(A) hereof, the Chairman is hereby authorized to execute and deliver Lease No. 24714 and the Communications System Agreement to be attested by the Clerk of the Circuit Court and Comptroller or any Deputy Clerk (collectively, the "Clerk") and to be approved as to form & legal sufficiency by the County Attorney or any Assistant County Attorney (collectively, the "County Attorney").

**SECTION 4. TAX COVENANTS.** The County covenants with the Lessor that it shall not use the Equipment in any manner which would cause the interest payment under Lease No. 24714 to be or become includable in the gross income of the Lessor for federal income tax purposes. The County covenants with the Lessor that neither the County nor any person under its control or direction will make any use the Equipment (or amounts deemed to be proceeds under the Code) in any manner which would cause such Lease No. 24714 to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed (the "Code") and neither the County nor any other person shall do any act or fail to do any act which would cause the interest payment under Lease No. 24714 to become includable in the gross income of the Lessor for federal income tax purposes. The County hereby covenants with the Lessor that it will comply with all provisions of the Code necessary to maintain the exclusion of the interest payment under Lease No. 24714 from the gross income of the Lessor for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

**SECTION 5. ADDITIONAL AUTHORIZATIONS; NO PERSONAL LIABILITY.** The Chairman, the County Administrator of the County, the Clerk, the County Attorney and the officers and agents of the County, are hereby authorized and directed to all acts and things required by them by the provisions of Lease No. 24714 and the Communications System Agreement in connection with the lease purchase financing of the acquisition of the Equipment, to the extent that full compliance with the terms thereof shall be effected.

**SECTION 6. SEVERABILITY.** If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

**SECTION 7. REPEALER.** All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

**SECTION 8. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption and authentication as provided by law.

**Passed and Adopted** this 3<sup>rd</sup> day of December, 2019, at a regular meeting duly called and held.


**MARTIN COUNTY, FLORIDA**

  
\_\_\_\_\_  
Harold E. Jenkins, II, Chairman  
Board of County Commissioners

**ATTEST:**

  
\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court  
and Comptroller

**APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:**

  
\_\_\_\_\_  
Sarah W. Woods, County Attorney

**EXHIBIT A**  
**FORM OF LEASE NO. 24714**

BOND COUNSEL WILL PROVIDE THE OPINION OF BOND COUNSEL

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A                      24714  
Lease Number:

This Equipment Schedule dated as of December 6, 2019 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and **MARTIN COUNTY, FLORIDA** (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **23826** dated as of December 31, 2015 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

**Initial Term: 84 Months**

**Commencement Date: 12/15/2019**

**First Payment Due Date: 12/15/2020**

**7 annual payments of \$371,960.83** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

ATTEST:

LESSEE:  
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
Carolyn Timmann, Clerk of  
Circuit Court and Comptroller

\_\_\_\_\_  
Chair

REVIEWED BY:

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Michael R. Merker, Chief Information Officer

\_\_\_\_\_  
Sarah W. Woods, County Attorney

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LESSOR: MOTOROLA SOLUTIONS, INC.

BY: \_\_\_\_\_  
Uygar Gazioglu  
Treasurer

## SECTION 5

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

ITEM	QTY	NOMENCLATURE	DESCRIPTION
1	1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	3	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	1	CA02629AB	ADD: EXPAND 7.16 M CORE
1	1	UA00153AA	ADD: ASTRO 25 FDMA SITE LICENSE
2	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
2	1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16
2	1	CA00855AA	ADD: 700/800 MHZ
2	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
2	4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
2	4	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
3	4	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
2	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
2	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
2	1	CA01536AA	ADD: GPB 8000 REFERENCE DISTRIBUTION MODULE
2	1	CA01537AA	ADD: REFERENCE DISTRIBUTION SOFTWARE
2	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
4	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
4	1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16
4	1	CA00855AA	ADD: 700/800 MHZ
4	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
4	4	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
4	4	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
5	4	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
4	1	CA00880AA	ADD: EXPANSION 6 PORT CAVITY COMBINER
4	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
4	1	CA01058AA	ADD: 700/800 PHASING HARNESS
4	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
4	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
6	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
6	1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16
6	1	CA00855AA	ADD: 700/800 MHZ
6	1	X306AC	ADD: QTY (6) GTR 8000 BASE RADIOS



ITEM	QTY	NOMENCLATURE	DESCRIPTION
6	6	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
6	6	CA02684AA	ADD: AC ONLY POWER DISTRIBUTION
7	6	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS
6	1	CA00879AA	ADD: PRIMARY 6 PORT CAVITY COMBINER
6	1	CA00883AA	ADD: 800 MHZ TX FILTER W/PMU
6	2	CA00885AA	ADD: HIGH AVAILABILITY XHUB
6	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
8	1	DS428E83I01M110	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
9	1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
10	2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
11	2	DSTSJ100BT	SPD, RJ-48 8 PIN, 10/100 BASE T TSJ PROTECTS/PASSES ON ALL 8 PIN
12	2	SQM01SUM0205	GGM 8000 GATEWAY
12	2	CA01616AA	ADD: AC POWER
13	2	CLN1856	2620-24 ETHERNET SWITCH
14	1	DSDS8M11PDAUD	806-869MHz MAGNUM ANT, 11dBd, A PATTERN
15	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
16	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
17	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
18	280	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
19	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
20	4	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
21	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
22	8	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
23	1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
24	1	DSGSAKITD	GROUND STRAP KIT - DIN
25	25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
26	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
27	1	DSL4DRPS	L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
28	1	DSDS8M11PDAU	806-869MHz MAGNUM ANT, 11dBd, A PATTERN
29	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
30	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
31	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
32	280	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
33	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
34	4	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
35	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP



ITEM	QTY	NOMENCLATURE	DESCRIPTION
36	8	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
37	1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL
38	1	DSGSAKITD	GROUND STRAP KIT – DIN
39	25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
40	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
41	1	DSL4DRPS	L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
42	1	DS9100123	TTA MOUNTING BRACKET FOR 428D, 432, 433, 434, AND 435 SERIES
43	1	DSDS8M11PDAU	806-869MHZ, MAGNUM ANT, 11dBd, A PATTERN
44	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
45	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
46	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
47	5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
48	5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
49	2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
50	280	L3323	7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORRUGATED CABLE (AVA5-50FX)/FOOT
51	2	DDN1079	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
52	4	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
53	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
54	280	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
55	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
56	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
57	4	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
58	2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
59	8	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
60	8	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
61	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
62	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
63	25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
64	2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
65	25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
66	2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
67	1	F4544	SITE MANAGER ADVANCED
67	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO REL
67	1	V592	AAD TERM BLCK & CONN WI
67	1	VA00905	ADD:24/48 VDC PS TO SM
68	1	T7955	SDM3000 ALL CONFIGURATION SOFTWARE AND



ITEM	QTY	NOMENCLATURE	DESCRIPTION
			FIRMWARE TO CURRENT VERSION
68	1	CA02403AA	ADD: SDM3000_ASTRO_RTU AND SDM3000_SNT FIRMWARE DOWNGRADE
69	2	PMUG1017A	GNSS REMOTE RECEIVER ASSY
70	2	DSWM4	HEAVY DUTY W STYLE WALL MOUNT WITH 4 INCH STAND-OFF
71	2	DSIX2L1M1DC48IG	SPD, HPD GPS DATA LINE, 48VDC, HARD WIRE WITH ISOLATED GROUNDING
72	2	DS30C87465CO2	350' OUTDOOR UV PROTECTED CABLE 6 PR, 22AWG DB15
73	1	DSDS8M14PH2U	806-869MHz, MAGNUM ANT, 16E/BIDIRECTIONAL
74	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
75	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
76	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
77	430	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
78	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
79	5	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
80	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
81	8	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
82	1	DSTSXD FMBF	
83	1	DSGSAKITD	GROUND STRAP KIT - DIN
84	25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
85	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
86	1	DSL4DRPS	L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
87	1	DS8M14PH2U	806-869MHz MAGNUM ANT, 16E/BIDIRECTIONAL
88	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
89	2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
90	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
91	430	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
92	2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
93	5	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
94	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
95	8	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
96	1	DSTSXD FMBF	
97	1	DSGSAKITD	GROUND STRAP KIT - DIN
98	25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
99	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
100	1	DSL4DRPS	L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
101	1	DSDS8M14PH2U	806-869MHz, MAGNUM ANT, 16E/BIDIRECTIONAL
102	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT



ITEM	QTY	NOMENCLATURE	DESCRIPTION
103	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
104	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
105	5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
106	5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
107	2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
108	430	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
109	2	DDN1079	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
110	5	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
111	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
112	430	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
113	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
114	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
115	5	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
116	2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
117	8	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
118	8	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
119	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
120	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
121	25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
122	2	DDN9769	FIPNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
123	25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
124	2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
125	1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
126	1	DS9100123	TTA MOUNTING BRACKET FOR 428D, 432, 433, 434, AND 435 SERIES
127	2	PMUG1017A	GNSS REMOTE RECEIVER ASSY
128	2	DSWM4	HEAVY DUTY W STYLE WALL MOUNT WITH 4 INCH STAND-OFF
129	2	DSIX2L1M1DC48IG	SPD, HPD GPS DATA LINE, 48VDC, HARD WIRE WITH ISOLATED GROUNDING
130	2	DS30C87465CO2	350' OUTDOOR UV PROTECTED CABLE 6 PR, 22AWG DB15
131	1	DQMWMARTINCOUNTY	MW RADIO EQUIPMENT
132	1	DQMWMARTINCOUNTY	MW RADIO EQUIPMENT
133	1	DQMWMARTINCOUNTY	MW RADIO EQUIPMENT
134	1	DQMWMARTINCOUNTY	MW RADIO EQUIPMENT
135	1	DQMWMARTINCOUNTY	MW RADIO EQUIPMENT

ITEM	QTY	NOMENCLATURE	DESCRIPTION
136	1	TT1000	MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE
136a	1	TT00003AA	ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN)
136b	1	TT00008AA	ADD: EXT GENERATOR RECEPT (EMERG/PORT GEN HOOKUP), MANUAL TRNSFR SW
137	1	TT1000	MSB, 12' X 16.5' CONCRETE BLDG, INCLS UPS & GENERATOR, FULLY COMPLETE
137a	1	TT00003AA	ADD: INDOOR GENERATOR (ADDS 10' LENGTH TO BLDG, OD GEN TO ID GEN)
137b	1	TT00008AA	ADD: EXT GENERATOR RECEPT (EMERG/PORT GEN HOOKUP), MANUAL TRNSFR SW
138	1	S3R 20-0073-TJH	Sabre 250-foot self-supported tower
139	1		FTS 370d Medium Intensity Strobe
140	1	SQM01SUM0273	MASTER SITE CONFIGURATION
140a	1	CA02629AD	ADD: EXPAND 7.18 M CORE
140b	1	UA00153AA	ADD: ASTRO 25 FDMA SITE LICENSE
140c	1	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
141	1	T7039	GTR 8000 Base Radio
141a	1	CA00855AA	ADD: 700/800 MHZ
141b	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
141c	1	X153AW	ADD: RACK MOUNT HARDWARE
141d	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
142	1	T7039	GTR 8000 Base Radio
142a	1	CA00855AA	ADD: 700/800 MHZ
142b	1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
142c	1	X153AW	ADD: RACK MOUNT HARDWARE
142d	1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
143	1	DS428E83I01M110	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
144	1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
145	1	DSPCD013V6	6 CHANNEL COMBINER KIT, STANDARD ISOLATION, 851-870 MHZ



ITEM	QTY	NOMENCLATURE	DESCRIPTION
146	1	TRN7343	SEVEN AND A HALF FOOT RACK
147	1	DLN6895	FRU: PA 7/800 MHZ
148	1	DLN6883	FRU: XCVR 7/800 MHZ V2 W/OPT CARD
149	1	DLN6634	FRU: 700/800 MHZ SITE LNA
150	1	DLN6781	FRU: POWER SUPPLY
151	1	DLN6898	FRU: FAN MODULE
152	1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
153	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
154	2	DSL4TNMPSA	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
155	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
156	2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
157	400	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
158	1	DS114EZDF	114EZ DIN FEMALE CONNECTOR
159	9	DSSG11412B2U	SG114-12B2U 1-1/4" SUREGROUND GROUNDING KIT
160	2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
161	1	DS114EZNF	TYPE N FEMALE FOR 1-1/4 IN FXL1480 AND AVA6-50 CABLE
162	14	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
163	1	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
164	1	DSGSAKITD	GROUND STRAP KIT - DIN
165	25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
166	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
167	1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
168	15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
169	2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
170	5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
171	5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT



ITEM	QTY	NOMENCLATURE	DESCRIPTION
172	2	DSL4TNMPSA	TYPE N MALE POSITIVE STOP FOR 1/2 IN AL4RPV-50, LDF4-50A, HL4RPV-50
173	400	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER, 7/8 IN, BLACK PE JACKET
174	2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
175	9	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
176	2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
177	400	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
178	1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
179	1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
180	9	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
181	2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
182	14	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
183	14	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
184	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
185	1	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 15 VDC PASS NM ANT, NF EQUIP PIP, ASIG
186	25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
187	2	DDN9769	FIPNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
188	25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
189	2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
190	1	SQM01SUM0205	GGM 8000 GATEWAY
190a	1	CA01616AA	ADD: AC POWER
190b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY
191	1	CLN1868	2930F 24-PORT SWITCH
192	1	TRN7343	SEVEN AND A HALF FOOT RACK
193	1	SQM01SUM0205	GGM 8000 GATEWAY
193a	1	CA01616AA	ADD: AC POWER
193b	1	CA02141AA	ADD: LOW DENSITY ENH CONV GATEWAY



ITEM	QTY	NOMENCLATURE	DESCRIPTION
194	1	GEN20KW	20 KW DIESEL GENERATOR OUTDOOR - NO INSTALLATION INCLUDED



# **Martin County, Florida (Schedule B # 24714)**

Compound Period: Annual

Nominal Annual Rate: 2.610%

## **CASH FLOW DATA**

	Event	Date	Amount	Number	Period	End Date
1	Lease	12/15/2019	\$ 2,351,868.00	1		
2	Lease Payment	12/15/2020	\$ 371,960.83	7	Annual	12/15/2026

## **AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/15/2019				\$ 2,351,868.00
1	12/15/2020	\$ 371,960.83	\$ 61,383.75	\$ 310,577.08	\$ 2,041,290.92
2	12/15/2021	\$ 371,960.83	\$ 53,277.69	\$ 318,683.14	\$ 1,722,607.78
3	12/15/2022	\$ 371,960.83	\$ 44,960.06	\$ 327,000.77	\$ 1,395,607.01
4	12/15/2023	\$ 371,960.83	\$ 36,425.34	\$ 335,535.49	\$ 1,060,071.52
5	12/15/2024	\$ 371,960.83	\$ 27,667.87	\$ 344,292.96	\$ 715,778.56
6	12/15/2025	\$ 371,960.83	\$ 18,681.82	\$ 353,279.01	\$ 362,499.55
7	12/15/2026	\$ 371,960.83	\$ 9,461.28	\$ 362,499.55	\$ -
<b>Grand Totals</b>		<b>\$ 2,603,725.81</b>	<b>\$ 251,857.81</b>	<b>\$ 2,351,868.00</b>	

INITIAL INSURANCE REQUIREMENT: \$2,351,868.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**ATTEST:**

**LESSEE:  
BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

Carolyn Timmann, Clerk of  
Circuit Court and Comptroller

Chair

## Schedule B page 2

**REVIEWED BY:**

\_\_\_\_\_  
Michael R. Merker, Chief Information Officer

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Sarah W. Woods, County Attorney

LESSOR: MOTOROLA SOLUTIONS, INC.

BY: \_\_\_\_\_  
Uygar Gazioglu  
Treasurer

**CERTIFICATE OF INCUMBENCY**

I, Carolyn Timmann do hereby certify that I am the duly elected or

(Signature of Clerk of the Circuit Court and Comptroller)

appointed and acting Clerk of the Circuit Court and Comptroller of **MARTIN COUNTY,**

**FLORIDA** , an entity duly organized and existing under the laws of the **State of Florida** that I

have custody of the records of such entity, and that, as of the date hereof, the individuals named

below are the duly elected or appointed officers of such entity holding offices set forth opposite

of their respective names. I further certify that (i) the signatures set opposite their respective

names and titles are their true and authentic signatures and (ii) such officers have the authority on

behalf of such entity to enter into that certain Equipment Lease Purchase Agreement Schedule A

number **24714** dated December 6, 2019, between **MARTIN COUNTY, FLORIDA** and

Motorola Solutions, Inc. .

**Name**

**Title**

**Signature**

Chair

(Individual who signed Lease documents should be listed here and sign where applicable)

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of **MARTIN COUNTY, FLORIDA** , hereto this \_\_\_\_\_ day of December, 2019.

By:

Carolyn Timmann

(Signature of Clerk of the Circuit Court and Comptroller)

**SEAL**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **MARTIN COUNTY, FLORIDA**?
3. Does the equipment replace existing equipment?  
  
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?  
  
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

ATTEST:

**LESSEE:**  
**BOARD OF COUNTY COMMISSIONERS**  
**MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
Carolyn Timmann, Clerk of  
Circuit Court and Comptroller

\_\_\_\_\_  
Chair

REVIEWED BY:

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
Michael R. Merker, Chief Information Officer

\_\_\_\_\_  
Sarah W. Woods, County Attorney

**BOND COUNSEL WILL PROVIDE 8038-G FORM**

## EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: December 31, 2015

Lease Schedule A Date: December 6, 2019

Equipment Lease Purchase Agreement No.: 23826

Lease Schedule A No. : 24714

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24714 dated December 6, 2019. See Schedule A for a detailed Equipment List.

LESSEE:

MARTIN COUNTY, FLORIDA

Date Accepted: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT B**

**FORM OF COMMUNICATIONS SYSTEM AGREEMENT**

**Communications System Agreement**  
**Additional Site to P25 System**  
**Lease Purchase**

Motorola Solutions, Inc. ("Motorola") and Martin County, Florida ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

**Section 1        EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Software License Agreement
Exhibit B	Motorola's Proposal dated October 14, 2019
Exhibit C	Service Terms and Conditions, if applicable
Exhibit D	Equipment Lease Purchase Agreement Delivery and Acceptance Certificate
Exhibit E	System Acceptance Certificate

**Section 2        DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.3. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or otherwise identified in writing at the time of disclosure as being trade secrets in accordance with Section 812.081, Florida Statutes; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; is explicitly approved for release by written authorization of the disclosing Party; or is released pursuant to law.
- 2.4. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.5. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.6. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.7. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.8. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

- 2.9. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.10. "Non-Motorola Software" means Software that another party owns.
- 2.11. "Open Source Software" (also called "freeware" or "shareware") means software that has its underlying source code freely available to evaluate, copy, and modify.
- 2.12. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.13. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.14. "Specifications" means the functionality and performance requirements that are described in Exhibit B.
- 2.15. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit B.
- 2.16. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit B.
- 2.17. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.18. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period, unless the parties otherwise agree in writing.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within forty-five (45) days after the invoice date, in accordance with the Local Government Prompt Payment Act. Motorola will

send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** During the Warranty Period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to this Agreement. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services. Unless otherwise agreed by the parties in writing, the terms and conditions applicable to the maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.9. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4      PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

#### **Section 5      CONTRACT PRICE, PAYMENT AND INVOICING**

5.1.      **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$2,351,868. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Motorola will pre-pay and add all freight charges to the invoices.

5.2.      **TITLE, AND RISK OF LOSS; INVOICING AND SHIPPING.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.3.      **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: 2401 SE Monterey Road Stuart FL 34996.

The Equipment will be shipped to the Customer at the following address (insert if this information is known): 6000 SE Tower Drive Stuart, FL 34997. If different, the address for the ultimate destination where the Equipment will be delivered to Customer is not applicable.

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

5.4.      **TERMINATION FOR NON APPROPRIATION OF FUNDS.** Customer may terminate in accordance with the Non-appropriations clause in the Equipment Lease Purchase Agreement.

#### **Section 6      SITES AND SITE CONDITIONS**

6.1.      **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites; and access to the work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2.      **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola will inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. 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.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the

installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 7      TRAINING**

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 8      SYSTEM ACCEPTANCE**

8.1.    COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2.    SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

8.3.    BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4    FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 9      REPRESENTATIONS AND WARRANTIES**

9.1.    SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2.    EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. TO THE EXTENT ALLOWED BY LAW, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DELAYS**

10.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel;

suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 11      DISPUTES**

11.1. **SETTLEMENT PREFERRED.** The Parties, by their project managers, will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary.

11.2. **LITIGATION.** A Party may submit to a court of competent jurisdiction in and for Martin County, Florida any claim relating to intellectual property or a breach of confidentiality provisions. Each Party consents to jurisdiction over it by that court. Either Party may resort to the judicial proceedings described in this section if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party. Each party will be responsible for its own fees and costs, including attorneys' fees and costs, incurred in relation to or arising out of any dispute.

## **Section 12      DEFAULT AND TERMINATION**

12.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3. If the Customer terminates for any reason other than default, the Customer will pay Motorola for all conforming Equipment delivered and Services rendered up to the date of termination.

## **Section 13      INSURANCE**

13.1 Certificate of Insurance. An Acord Certificate of Insurance must be furnished by MOTOROLA to CUSTOMER prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must include Martin County Board of County Commissioners as Additional Insured on all required policies except Workers Compensation. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. Simply indicating Martin County Board of County Commissioners as a Certificate Holder is not sufficient. The Additional Insured endorsement to the General Liability policy must be attached to the Certificate of Insurance in the form of a blanket CG2010 0413 and CG 2037 04 13. The Additional Insured endorsement is to be endorsed to MOTOROLA's General Liability which must include Completed Operations coverage and which must include Martin County Board of County Commissioners as Additional Insured.

MOTOROLA shall also require each of its subcontractors and suppliers to provide a Certificate of Insurance to the CUSTOMER prior to the commencement of any demolition, site work, site preparation or construction work, if applicable. The Certificate(s) of Insurance must indicate Martin County Board of County Commissioners as Additional Insured on the general liability policy. The statement "Additional Insured" is to be listed in the Description Block of the Insurance Certificate along with the Project name. Simply indicating Martin County Board of County Commissioners as a Certificate Holder is not sufficient. The Additional Insured endorsement to the General Liability policy must be attached to the Certificate of Insurance and in an industry standard form to the County. The Additional Insured endorsement is to be endorsed to MOTOROLA's General Liability which must include Completed Operations coverage and which must include Martin County Board of County Commissioners as Additional Insured on a primary basis.

13.2 General Insurance Requirements. Motorola and, where designated, each of its subcontractors shall obtain and maintain during the full duration of Work required under this AGREEMENT, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following requirements.

- A. All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. All insurance carriers must carry an A.M. Best Rating of A:VI and coverage should apply on a Primary basis. At the discretion of the Customer and with written agreement by Motorola, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the Customer as to form and types of coverage.
- B. Motorola shall provide for thirty (30) days prior written notice to the Customer, if cancellation of any policy.
- C. All liability policies required herein shall be written on an occurrence basis.
- D. The policies shall include the Customer, its commissioners and staff as additional insureds (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.
- E. All insurers shall agree to waive all rights of subrogation against the Customer and each individual member of the Board of County Commissioners, Constitutional Officers or staff except where a loss arises from the Customer and its agents' negligence.
- F. It is the responsibility of Motorola to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

13.3 Premiums. Motorola shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

13.4 Specific Insurance Limits are as follows:

A. Workers' Compensation - Motorola shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes and Employers Liability of limits no less than:

\$ 500,000	each accident
\$ 500,000	disease - policy limit
\$ 500,000	each employee

Should the scope of work performed by MOTOROLA qualify its employees for benefits under Federal Worker's Compensation Statute (i.e. Longshoreman & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. Commercial General Liability – with limits of not less than:

\$5,000,000	each occurrence
\$ 5,000,000	personal/advertising injury
\$ 5,000,000	products/completed operations
\$ 5,000,000	general aggregate
\$ 100,000	fire damage legal (any 1 fire)
\$ 10,000	medical expense (any 1 person)

Coverage to include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause.

C. Automobile Liability - \$5,000,000 Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

D. Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a contract modification. However, if hazardous materials are identified while carrying out this Agreement, no further Work is to be performed in the area of the hazardous material until the CUSTOMER has been consulted as to the need to procure and maintain such coverage.

13.5. Waiver of Subrogation. Motorola hereby waives any and all rights of Subrogation against the Customer, its officers, employees and agents for each required policy except where a loss arises from the Customer or its agents' negligence. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Motorola shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

13.6. Public Construction Bond. Within ten (10) business days of contract execution, Motorola shall furnish to the County, on forms provided by the County, the following Public Construction Bond in the amount of \$1,104,324.00. Such Public Construction Bond shall incorporate by reference all of the terms and conditions of the contract documents. The Surety Company, in addition to the above requirements, shall be currently listed with the United States Department of Treasury for an amount greater than the Contract amount. Motorola shall require the attorney-in-fact who executes the required bond on behalf of the Surety to affix thereto a certified and current copy of his/her Power of Attorney.

## **Section 14 INDEMNIFICATION**

14.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

## 14.2. PATENT AND COPYRIGHT INFRINGEMENT.

14.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on an Infringement Claim, and Motorola will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

14.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

14.2. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

## Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. An action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought within one year.

## Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

The following section is expressly limited by the requirements of Chapter 119, Florida Statutes.

16.1.1. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

16.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

16.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.1.5. Public Records. Notwithstanding the foregoing, Motorola acknowledges that Customer is a public entity subject to Chapter 119, Florida Statutes. If Customer receives a public records request for public records received from Motorola, including any records that may be or may contain Confidential Information, Customer shall promptly notify Motorola. The notice shall inform Motorola that it must promptly inform Customer, in writing, whether or not Motorola claims an exemption to the release of part or all of the requested public record. If Motorola 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 Motorola claims that an exemption applies to part of a requested public record, Motorola 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 the public record shall be produced for inspection and copying. If Motorola promptly notifies Customer of a claim of exemption, Customer shall review the exemption claimed and decide whether to release the public records. If Motorola fails to promptly notify Customer 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 Customer shall release the record as requested.

16.1.6. Indemnification. Motorola will indemnify, defend, and hold Customer, Customer's elected officials and employees and their successors (each an "Indemnatee") harmless of and from any claim brought or threatened against any Indemnatee 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, Florida Statutes, that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by Customer with counsel of Customer's choice including reasonable or court awarded attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for failure to produce requested public records disclosed to an Indemnatee by Motorola.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

### 16.3. AVAILABILITY OF RECORDS.

16.3.1. Motorola shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. Motorola agrees that County, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Motorola. In the event that an audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit. To the extent allowed by law, Motorola will not be required to disclose its confidential and proprietary cost and pricing data.

16.3.2. The parties expressly agree that any and all records of Motorola relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Fla. Stat. Motorola agrees to fully comply with the requirements of Section 119.0701, Fla. Stat. Including but not limited to: (1) providing the public access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or otherwise provided by law; (2) ensuring public records that are exempt or confidential and exempt from public records requirements are not disclosed unless as authorized by law; (3) meeting all requirements for retaining public records and transferring, at no cost to the County, all public records in Motorola's possession at the close of each fiscal year during the term of this Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; (4) all records stored electronically must be provided to the County in a format compatible with County's information technology systems if such format is provided to Motorola and compatible with our system capabilities. Failure to comply with the provisions of Section 119.0701 shall constitute a material breach of this Agreement and subject to termination.

## **Section 17      GENERAL**

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3 **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **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.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **GOVERNING LAW, VENUE, JURY TRIAL WAIVER, AND ATTORNEY'S FEES.** This Agreement and the rights and duties of the Parties will be governed by and interpreted in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement. Each party agrees to be responsible for its own attorney's fees and costs incurred in connection with this Agreement.

17.8. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. 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 of this Agreement, even if a representative of each Party signs that document.

17.9. **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 shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Judy Jean-Pierre  
Legal, Government Affairs & Corporate Communications  
500 West Monroe Street, IL 60661  
[Judy.Jean-Pierre@motorolasolutions.com](mailto:Judy.Jean-Pierre@motorolasolutions.com)

Martin County  
Attn: Michael Merker  
Chief Information Officer  
2401 SE Monterey Road Stuart, FL 34996  
[mmerker@martin.fl.us](mailto:mmerker@martin.fl.us)

17.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters. Motorola shall comply with the requirements of Chapter 119, Florida Statutes in the handling of public records related to this Agreement.

17.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.12. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall 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, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

**(signatures on next page)**

**Motorola Solutions, Inc.**

**By:** \_\_\_\_\_

**Name: Daniel Sanchez**

**Title: Territory Vice President**

**Date: December 6, 2019**

**Martin County Board of County Commissioners**

By: \_\_\_\_\_  
Name: Harold E. Jenkins, II  
Title: Chairman

Date: December 6, 2019

**ATTEST:**

\_\_\_\_\_  
Carolyn Timmann, Clerk of the Circuit Court  
and Comptroller

**Approved as to Form and Legal Sufficiency:**

\_\_\_\_\_  
Sarah W. Woods, County Attorney

## **Exhibit A**

### **SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Martin County, Florida ("Licensee"). For good and valuable consideration, the parties agree as follows:

#### **Section 1 DEFINITIONS**

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2 SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### **Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor.

Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1      Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement. Licensee shall be provided written notice of any breach and an opportunity to cure within three (3) days of such notice, if the breach is not cured within the three (3) day cure period, this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3      Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12     NOTICES**

Notices are described in the Primary Agreement.

## **Section 13     GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**

**Motorola's Proposal dated October 14, 2019**

**Exhibit C**  
**Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and Martin County, Florida ("Customer") hereby agree as follows:

**Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

**Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

**Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

**Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion and in conjunction with the Customer's Project Manager, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CUSTOMER Contact**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date, in accordance with the Local Government Prompt Payment Act. Motorola acknowledges that Customer is a government entity and exempt from taxation, and Customer will provide a copy of its certificate of tax exemption or other legal evidence.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10 DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it

under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11      LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property and are considered Motorola Confidential Information, and the provisions in the Primary Agreement concerning Confidential Information apply. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including

any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

#### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will 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.

#### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Florida.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THE MAXIMUM LIFE OF THIS AGREEMENT IS SEVEN (7) YEARS. Prior to the seventh anniversary of the start date, should Motorola wish to continue, it must submit a new proposal, to include a Communications System Agreement, to be negotiated with the Customer. Any new Agreement must be in place on the day following the seventh anniversary. Sixty (60) calendar days prior to the annual anniversary date, Motorola shall provide the Customer with an extension request which clearly states any changes to the original agreement. The Customer, should it desire to continue the Agreement, will submit a letter of concurrence to the Customer's Procurement Branch for approval. Should either party wish to discontinue the Agreement, it must notify the other party in writing not less than thirty (30) calendar days prior to the annual anniversary date.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.8. This Service Agreement will be subject to annual appropriation by the Board of County Commissioners of Martin County, Florida; however, the issuance of a purchase order by the County which references the cover page and Service Agreement number will satisfy this contingency.

## Exhibit D

### EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: \_\_\_\_\_

Lease Schedule A No. : \_\_\_\_\_

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____. See Schedule A for a detailed Equipment List.

#### LESSEE/CUSTOMER:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Please complete this form and send a copy via US mail or email to:**

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531

**Exhibit E**  
**System Acceptance Certificate**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

**Customer Representative:**

**Motorola Representative:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with Martin County, Florida (the "County") for the execution and delivery of Lease No. 24714, as such term is defined in a resolution adopted by the Board of County Commissioners of the County on December 3, 2019 (the "Resolution"). Prior to the execution and delivery of Lease No. 24714, the following information is hereby furnished to the County:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of Lease No. 24714 (any such fees and expenses to be paid by the County):

None

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of Lease No. 24714 to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the County, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the County and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0. At or about the time of closing the Lessor intends to assign to Motorola Solutions Credit Company LLC all of its interest in and to Lease No. 24714.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

Lease No. 24714 is being executed and delivered to finance the acquisition of certain communications equipment.

Lease No. 24714 is payable from lawful funds of the County, subject to annual appropriation, in the manner and to the extent described in the Master Equipment Lease-Purchase Agreement, as such term is defined in the Resolution. Execution and delivery of Lease No. 24714 is estimated to result in a maximum of \$371,960.83 of revenues of the County not being available to finance the other services of the County in each year for approximately 7 years.

6. The name and address of the Lessor is as follows:

Motorola Solutions, Inc.  
1303 E. Algonquin Road  
Schaumburg, Illinois 60196

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lessor this 6<sup>th</sup> day of December, 2019.

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory