

**SECOND AMENDMENT TO AGREEMENT BETWEEN ALACHUA COUNTY AND
MOTOROLA SOLUTIONS INC., , NO. 14355**

THIS Second AMENDMENT (“Amendment”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and MOTOROLA SOLUTIONS INC, a Foreign for-Profit Corporation which is authorized to do business in the State of Florida (“Motorola”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, Motorola previously entered into a Agreement with Gainesville Regional Utilities (“GRU) dated September 30, 2020, for Advanced Plus Service Package System Upgrade, identified by No. 14433 (the “Motorola Service Agreement” or “Initial Contract”)); and

WHEREAS, the County accepted assignment of the Motorola Service Agreement through the execution of the First Amendment for Assignment and Consent to Assignment of the Service Agreement between the City of Gainesville d/b/a Gainesville Regional Utilities and Motorola Solutions for Advanced Plus Service Package System Upgrade Agreement, (the “First Amendment’). Dated December 22, 2023; and

WHEREAS, the County desires to further amend the Motorola Service Agreement to add a provision which requires Motorola maintains insurance coverages as required by the County; and

WHEREAS, the Parties desire to amend the Motorola Service Agreement as otherwise provided herein.

NOW, THEREFORE, the County and Motorola agree to amend the Agreement as follows:

A. Amendment. Section #16.14, Agreement titled “Insurance” is hereby added to the Motorola Service Agreement:

16.14 **Insurance**. Motorola will procure and maintain insurance throughout the entire term of the Motorola Service Agreement, including any renewals, of the types and in the minimum amounts detailed in Exhibit “1” attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts as required will be provided to the County.

B. Effective Date. This Amendment shall be effective upon execution by both Parties.

C. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

MOTOROLA

By: Robert Richardson

Print: Robert Richardson

Title: Area Sales Manager

Date: August 16, 2024

IF THE MOTOROLA IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

EXHIBIT 1: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount \$1,000,000 per claim and annual aggregate for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million per claim and annual aggregate. Coverage is for the life of the contract and must continue for three (3) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are included as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II Notice of Cancellation

Thirty (30) day notice of cancellation to be provided under the Commercial General Liability, Automobile Liability, and Workers' Compensation policies.

III All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County, 12 SE First Street, Gainesville FL, 32601
Commissioners MAIL, EMAIL or FAX CERTIFICATES

Certificate Of Completion

Envelope Id: EA270E6AD80C47278E89E02C6C2AECC0	Status: Completed
Subject: Here is your signed document: #14355 Second Amendment to Agreement (insurance) for Alachua County &	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelope Stamping: Disabled	Robert Richardson
Time Zone: (UTC-06:00) Central Time (US & Canada)	500 West Monroe
	Chicago, IL 60661
	rob.richardson@motorolasolutions.com
	IP Address: 140.101.164.254

Record Tracking

Status: Original	Holder: Robert Richardson	Location: DocuSign
8/16/2024 8:38:43 AM	rob.richardson@motorolasolutions.com	

Signer Events

Robert Richardson
 rob.richardson@motorolasolutions.com
 Area Sales Manager
 Motorola Solutions Inc
 Security Level: Email, Account Authentication (None)

Signature

Robert Richardson

Signature Adoption: Pre-selected Style
 Using IP Address: 140.101.164.254

Timestamp

Sent: 8/16/2024 8:38:56 AM
 Viewed: 8/16/2024 8:39:03 AM
 Signed: 8/16/2024 8:40:17 AM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

james.parker@motorolasolutions.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/16/2024 8:40:18 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Melissa Cavallo
 melissa.cavallo@motorolasolutions.com
 Security Level: Email, Account Authentication (None)

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Sent: 8/16/2024 8:40:18 AM
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Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events**Status****Timestamps**

Envelope Sent	Hashed/Encrypted	8/16/2024 8:38:56 AM
Certified Delivered	Security Checked	8/16/2024 8:39:03 AM
Signing Complete	Security Checked	8/16/2024 8:40:17 AM
Completed	Security Checked	8/16/2024 8:40:18 AM

Payment Events**Status****Timestamps**