

Budgeted Reserve for Contingency

A. Reserve for contingency requests in the General Fund, MSTU Law Enforcement and MSBU Fire Funds and Gas Tax Fund must be approved by the Board of County Commissioners. The Board will use the procedures and evaluation criteria set forth in this, and other policies.

This request is not using General fund, MSTU Law or MSBU Fire reserves.

Such requests will be evaluated as to the:

I. Urgency of the request – The radio system enhancements are critical for public safety communications (see presentation to Board on 3/25/25). Motorola has advised they will be implementing a 15% price increase effective 7/1/25.

II. Scope of services to be provided. – see the attached proposal.

III. Short and long-term fiscal impact of the request – the Motorola service agreement expires in FY26. The pricing will increase for the existing equipment and service on the new equipment will be included. The exact impact is unknown at this time.

IV. Potential for alternative methods of funding or providing the service(s) – The department requested alternative funding recommendations from OMB. The recommendation was to use the reserves in fund 072 and fund 126.

V. Review for duplication of service(s) with other agencies - none

VI. Review of efforts to secure non-County funding. – none available. The radio system is a County owned system.

VII. Discussion of why funding was not sought during the normal budget cycle. – The system enhancements were not known at time of budget development.

VIII. Review of the impact of not funding or delaying funding to the next fiscal year. - \$300K+ price increase.

DISCOVER
200
1824 – 2024
ALACHUA COUNTY
BICENTENNIAL



Public Safety Radio System

Harold Theus, Chief



**Where Nature
and Culture Meet**

Background



- **Owners on December 28, 2023**
- **Evaluating the status of the equipment and system**
 - Radio Tower Inspections
 - Monthly meetings with Motorola, Tri-Communications and our consultant
 - Hiring search for a Radio System Manager
 - Executed User Agreements with the 9 partners of the system
 - Moving and isolation of equipment at the 3-colocation sites

Background



- **Alachua Sheriffs Office**
 - Heavily involved-early on Radio Technician Shop
 - Subject Matter Experts
 - Radio Maintenance Program and Oversight of the County's Radio Trunking System- September 2024

Tower Site- Maintenance



- **Ongoing Maintenance of County operated sites**
 - UPS system repair
 - UPS Replacement at another site
 - Generator maintenance at all sites (new agreements)
 - Addition of Back-up Firewall server
 - Transfer Switch replaced
 - HVAC repairs

Tower Site Enhancements



- **Needs- 5 sites**
 - Updated Fire Alarm System
 - (ACFR & Public Works)
 - Monitoring systems
 - Environmental
 - System
 - Security

Co-Location Tower Sites (GRU)



- **Prime site**
 - Replacement of ATS switch
 - Replacement of UPS batteries
 - Autonomous monitoring devices of power supply
 - Generator repair, maintenance and load testing

Radio System Update



- **In 2024, Alachua County acquired from GRU, a 6 site, 13 channel, trunked simulcast ASTRO 25 (P25 Phase 1) system utilizing Motorola Solutions' G-Series (GTR 8000 Based Radio) equipment configuration at its simulcast sub-sites**
 - The last major system overhaul took place in 2018, upgraded to P25
 - Multi year service agreement established in 2020, expires October 2026
 - Today, GRU provides all network and fiber for the radio system (5 Yr Agreement)

Radio System Challenges



- **System Resilience**
 - Today, the Master Site, Prime Site, are all in the same location
 - Risk of system outages, failure, down-time and lack of coverage
- **Redundancy and backup**
 - The County relies solely on the GRU Network and monitoring of that network for the radio system
- **Coverage**
 - Increased growth since the system was designed has caused coverage gaps in certain parts of the county.
- **Lifecycle Upgrades**
 - Planning for required upgrades for 5 to 10 year life cycle.

Radio System Solutions

Maximize Efficiency, Increase Reliability, Minimize Footprint



- **Virtual Prime**
 - Creates fewer potential points of failure. Requirement for future software enhancements.
- **Geographically Redundant Prime**
 - Continuity of simulcast subsystems in event of prime site failure.
- **Multiprotocol Label Switching (MPLS)**
 - Backhaul system to reduce dependency on GRU's MPLS system.
- **Cirrus Central Core**
 - Backup system for CCC in the event of failure. Geo-redundant cloud backup maintains P25 communications.

Costs



- **Option 1**
 - Virtual Prime, Geographically Redundant Prime, MPLS
 - Approximately \$2,100,000
- **Option 2**
 - Virtual Prime, Geographically Redundant Prime, MPLS, Cirrus Central Core
 - Year 1- Approximately \$2,750,000
 - Year 2-5- Approximately \$175,000 per year
 - Tower sites- Approximately \$125,000 (all sites)
 - Recurring expense for connectivity
- **Option 3**
 - Virtual Prime, Geographically Redundant Prime, MPLS, Cirrus Central Core
 - Five Year package price- \$3,107,711
 - Tower Sites- Approximately \$125,000 (all sites)
 - Recurring expense for connectivity

Future Enhancements



- **5-year plan and upcoming expenses:**
 - Cyber Security for Astro
 - SUA Agreement-Renewal 10/2026
 - AXS Dispatch Consoles- 2029
 - Tower Expansion-2030
 - APX Next Radio's

Funding Options



- **Infrastructure Surtax**
- **Resiliency Grants (Federal & State)**
- **Increase to Law Enforcement MSTU**
- **Increase to Fire Special Assessment**
- **One time User Assessment Charge**
- **Bonds**



MOTOROLA SOLUTIONS

Proposal

Alachua County BOCC

Virtual Prime w/ Geo and MPLS

USFL25P030M

May 22nd, 2025

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PS-000188150

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

May 22, 2025

Harold Theus, Fire Chief
Alachua County BOCC
911 SE 5th ST
Gainesville, FL 32601

Subject: Virtual Prime w/ Geo and MPLS

Dear Chief Theus,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Alachua County with quality communications equipment and services. As requested, the Motorola project team has taken great care to propose a solution that will enhance resiliency and redundancy within the Alachua County Trunked Radio System.

Specifically, our offering will provide an upgrade to a Virtualized Prime site with an added Geographically Redundant Prime site located at the sheriff's office as well as MPLS routers to be added at each site Core. These combined solutions will consist of hardware, software, and services.

The products and services shall be provided under the terms and conditions of the Sourcewell contract # 042021-MOT and its applicable Motorola Solutions Customer Agreement (MCA).. This proposal shall remain valid through June 25, 2025. Alachua County BOCC may accept the proposal by delivering the signed MCA and issuing a PO referencing the Sourcewell contract # 042021-MOT and this proposal. Any questions can be directed to your Motorola Account Executive, Melissa Cavallo, at 772-663-2994.

We thank you for the opportunity to furnish Alachua County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Daniel Sanchez
Territory Vice President
Florida State & Local Government

Table of Contents

Section 1

Virtualized Prime with Geo-Prime & MPLS	3
1.1 System Description	3
1.1.1 DSC 8000	3
1.1.2 Networking	4
1.1.3 Cutover	5
1.2 Capabilities & Benefits of MPLS.....	5
1.2.1 Future Proofing and Expansion	5
1.2.2 Quality of Service	5
1.2.3 MPLS Ring Protection	6
1.2.4 Traffic Prioritization	6
1.2.5 Network Traffic Shaping	6

Section 2

Statement of Work	7
2.1 Motorola Responsibilities	8
2.2 Alachua County BOCC Responsibilities.....	8
2.3 Assumptions	10

Section 3

Acceptance Test Plan	12
3.1 System Reliability Features.....	13
3.1.1 Redundant Site Link Failure	13
3.1.2 Failure of the Ethernet Backhaul Switch at the Primary GEO Prime Site	14
3.1.3 Primary Prime Site Link Failure – Simulcast GEO Prime Site to Zone Core Ethernet Link	15
3.1.4 Geo-Prime Site – Primary Prime Site Failure	16
3.2 MPLS ATP	17
3.3 Signoff Certificate	17

Section 4

Service/Warranty.....	19
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Section 5

Preliminary Project Schedule	20
------------------------------------	----

Section 6

Pricing Summary.....	21
6.1 Equipment and Services	21

6.1.1	Payment Terms	21
Section 7		
	Contractual Documentation.....	22

Section 1

Virtualized Prime with Geo-Prime & MPLS

1.1 System Description

The Virtualized Prime Site is the next generation Simulcast/Voting Prime Site for ASTRO 25 trunking systems. Site Controller and Comparator voting applications are virtualized onto a common hardware platform, consolidating Fault Management and Configuration capabilities into a centralized location and allowing for easier implementation and maintenance. Virtualization also enables software-only expandability. For example, when adding base stations to a simulcast sub-system the Prime Site only needs to add voting software licenses to expand the capacity up to 18 channels. As no additional hardware is required, this expansion can be done remotely. Expansion to between 19 and 30 channels is also possible with the addition of two additional DSC 8000 shelves.

The Virtualized Prime Site is offered to Alachua County in a geo-redundant configuration, with prime site capabilities split across two physically separate sites: Millhopper site and the Alachua Sheriff's Office (ASO) "CCC" Dispatch site.

This geo-redundant platform offers a new, web-based configuration tool and access to critical applications for more advanced support without the need for additional hardware. With less equipment to maintain, less power being consumed, and a smaller physical footprint, the Virtualized Simulcast Prime Site lowers County's cost of ownership.



The proposed Virtualized Simulcast Prime Site supports the following features and configurations:

- FDMA Voice Calls.
- Integrated Data.
- Local, Full Redundancy.
- Up to 18 Channels/Carriers, proposed with licensing for 13 FDMA channels
- Supports up to 32 Remote Sub-sites.

1.1.1 DSC 8000

As part of the Virtualized Prime Site, the DSC 8000 consolidates the capabilities of a site controller and voting comparator of the ASTRO 25 trunking simulcast sub-system into a single hardware unit. The DSC 8000 assigns voice and data channels, manages and reports alarms, provides Ethernet switching capabilities, and offers a timing reference for simulcast synchronization.

Under this proposal, each Virtualized Prime Site would be equipped with two (2) DSC 8000 units, this being the configuration that supports up to 18 channels. The Virtualized Prime Site is installed

with pairs of DSC 8000s in order to maintain site functionality in the event of an individual DSC 8000 failure.

At the Millhopper Prime site, an existing, external TRAK GPS reference with rubidium backup will be integrated to the DSC 8000. At the CCC Geo-Prime Site, an integrated GPS reference with internal rubidium back is proposed.

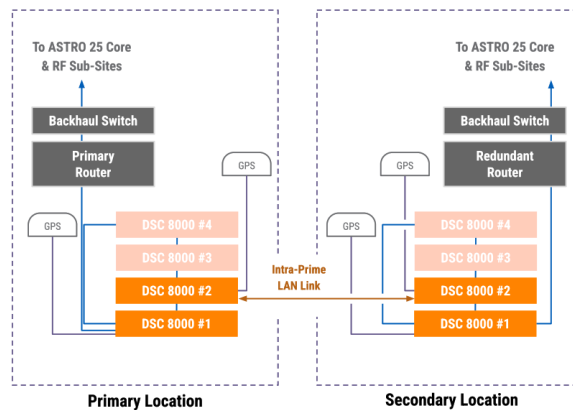


Figure 1-2 Virtualized Geo-Prime Architecture

The DSC 8000 also provides an IP-based voting and simulcast operation for trunking channels, picking up audio from multiple sites and performing a frame-by-frame analysis to build a high quality composite audio package for transmission. The DSC 8000 is provided in a redundant configuration, which means no single point of failure will cause the loss of controller functionality at the Geo-Prime Site pair. In certain DSC 8000 failure scenarios, calls in progress may drop and will resume in about 15 seconds; additionally, channel capacity may be degraded for about 90 seconds.

1.1.2 Networking

In a Geo-redundant Prime configuration, networking redundancy is split between the two prime site locations. The Virtualized Prime Site routers (one at the prime site and another at the geo-prime site) provide connectivity to both the ASTRO 25 core and RF sub-sites. In addition, backhaul switches (one at the prime site and another at the geo-prime site) connect to Ethernet links (e.g. point-to-point Ethernet links, or to connect to multiple ports on the Ethernet WAN transport backhaul network).

In order to support a geo-redundant prime site architecture, each RF Sub-site must be equipped with dual Site Routers. Currently, the Alachua County RF Sub-sites each only have a single Site Router with a single link back to the prime site. This proposal therefore equips each RF Sub-site with a second Juniper SRX 345 Site Router.

In addition, Motorola recommends that the transition to a geo-redundant prime site architecture be accompanied by the introduction of a Motorola-furnished MPLS Router at each physical system site. This would remove the responsibility for MPLS administration from GRU and introduce standardized Motorola programming configurations into the MPLS Routers, resulting in a County-owned but ASTRO- 25-optimized MPLS ecosystem. Backhaul circuit responsibility would continue to reside with GRU until such time as the County makes other arrangements for their backhaul network. A benefit of implementing MSI provided MPLS is that a future cutover to a new backhaul network architecture becomes a less disruptive process.

Preferably, GRU will need to configure the backhaul equipment to accept two WAN-side Ethernet connections from the MPLS Router introduced at each RF Sub-site. Subsite network connections needed on the WAN network include; from each remote site MPLS router to the primary Geo-Prime site location at Millhopper, and from each remote site MPLS router to the Secondary Geo-Prime site location at CCC. To make the most of the system resiliency afforded by a geo-redundant prime site architecture, backhaul circuits from RF Sub-sites should follow

1.1.3 Cutover

Alachua County's system configuration will necessitate a ruthless cutover to the Virtualized Prime platform. MSI will work with Alachua County to coordinate and minimize system downtime during the cutover. Once all RF sites have their Site Router and MPLS Router configurations updated, the process of taking down the existing G-Series Prime site equipment and migrating to the Virtual Prime site equipment is expected to take approximately 5 minutes. This timeframe assumes the County can provide enough electrical circuits at the Millhopper location to power the equipment for both the G-Series and VPrime site equipment simultaneously. Once the cutover is complete, the G-Series equipment will be removed and its electrical circuits will become available for re-use. If the County is unable to provide additional circuits for the purposes of cutover, the downtime window will increase.

During the system downtime any subscribers that are SmartConnect enabled, such as APX NEXT portable subscribers, will be able to fall back to LTE and maintain communications.

1.2 Capabilities & Benefits of MPLS

Today many state and local government agencies have recognized the need for networks with more capacity and flexibility, which typically means a packet network. However, not all IP-based solutions are appropriate. Traditional IP and Ethernet networks lack the ability to optimize the use of network resources and the capability to react to network events fast enough to guarantee end-to-end QoS per application. To simultaneously support all mission-critical and non-mission-critical traffic, an IP/MPLS based communications network is needed to support traffic that requires QoS levels beyond best effort.

By using MPLS, the customers network will get the best of both worlds — an IP network that has the robustness and predictability of a circuit-based network along with high capacity and support for bursty traffic. The Nokia IP/MPLS product we propose is an industry leader in reliability.

1.2.1 Future Proofing and Expansion

If new links need to be added to the system at a future time, the network doesn't need to be redesigned. The new links can be integrated and used without impacting operations.

1.2.2 Quality of Service

There are 64 potential levels of QoS in a MPLS network. This is critical when the backhaul is used to transport multiple services of varying importance on the network and gives more granular control and priority to those services.

The Service Router Operating System (SR TiMOS) software provides superior quality of service (QoS) on the 7705 SAR. The same level of deep buffering and support for ingress and egress shaping that is available on Nokia's edge and core routing platforms is also available on the 7705 SAR aggregation platform. Consistency of traffic engineering and shaping across the network provides higher packet routing performance overall with differentiated service treatment. This facilitates the prioritization of traffic for mission-critical network operators. SR TiMOS software allows for advanced service offerings, and delivers efficient network resource usage.

1.2.3 MPLS Ring Protection

The integrated network offers the necessary reliability to maintain uninterrupted operation for both voice and data traffic. A single failure on the network ring in any part of the network will not impact the network capabilities. By finding alternative routes quickly around the failure, the end users will not be impacted and in most cases are not aware that a ring switch has occurred.

The use of IP/MPLS as a packet transport infrastructure provides rapid, deterministic failure accommodation in the network. Traffic engineering tools can be used to model single failures and ensure they can be accommodated. When one of the links fails, MPLS protection can switch traffic to alternate links at speeds that are transparent to user applications.

Although the customers ASTRO 25 traffic alone typically will not be enough (under properly designed links) to present this situation, if the traffic load were to exceed the capacity of the remaining link during a link failure, advanced traffic management mechanisms will ensure the protection of the higher priority traffic, with best-effort data being transmitted according to available excess bandwidth.

1.2.4 Traffic Prioritization

Another key benefit of MPLS is Traffic Prioritization. As discussed above, in a reroute scenario, the high priority MPLS connections will take precedence over lower priority traffic ensuring mission critical traffic reaches its destination. However, traffic prioritization also provides benefits during normal operations. The network operator will be able to define which traffic type or agency's traffic has priority. During periods of high traffic demand, important traffic will be guaranteed to reach its destination according to defined requirements. A range of prioritization classifications is available. MPLS allows convergence over a common transport layer and dynamic bandwidth allocation, enabling low cost backhaul. Critical, time sensitive traffic (such as Land Mobile Radio) can be prioritized in an IP/MPLS tunnel in order to ensure it will reach its destination almost as if it was "wired" to the base station directly. Each service can have a specific bandwidth assignment for required or committed rate and/or a peak information rate to burst up to if additional bandwidth is available when other applications have finished communicating.

1.2.5 Network Traffic Shaping

Ports and devices can be assigned a restricted amount of bandwidth throughout the network, which in combination with QOS prevents low priority traffic from congesting any link on the network. Congestion is blocked at the input to the network based on the assigned QOS profile.

Section 2

Statement of Work

Motorola is proposing to the Alachua County BOCC the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Millhopper Site	<ul style="list-style-type: none"> One (1) Virtualized Prime Site Rack, including: <ul style="list-style-type: none"> One (1) Prime LAN Switch Two (2) DSC 8000 RDMs One (1) Prime Site Router One (1) Power Supply Licensing for 13 channels, FDMA Two (2) Nokia SAR-8 MPLS Routers
ASO CCC Dispatch Site	<ul style="list-style-type: none"> One (1) Virtualized Geo-Prime Site Rack, including: <ul style="list-style-type: none"> One (1) Prime LAN Switch Two (2) DSC 8000 RDMs One (1) Prime Site Router One (1) Power Supply Licensing for 13 channels, FDMA One (1) Nokia SAR-8 MPLS Router Two (2) Transtector AC Edge Power Distribution Units, each equipped with 12 electrical outlets.
Millhopper RF Sub-site	<ul style="list-style-type: none"> One (1) Juniper SRX 345 Site Router
High Springs RF Sub-site	<ul style="list-style-type: none"> One (1) Juniper SRX 345 Site Router One (1) Nokia SAR-8 MPLS Router
Waldo RF Sub-site	<ul style="list-style-type: none"> One (1) Juniper SRX 345 Site Router One (1) Nokia SAR-8 MPLS Router
WYKS RF Sub-site	<ul style="list-style-type: none"> One (1) Juniper SRX 345 Site Router One (1) Nokia SAR-8 MPLS Router
GPD RF Sub-site	<ul style="list-style-type: none"> One (1) Juniper SRX 345 Site Router One (1) Nokia SAR-8 MPLS Router
Pfifer RF Sub-site	<ul style="list-style-type: none"> One (1) Juniper SRX 345 Site Router One (1) Nokia SAR-8 MPLS Router
ASO CDC Dispatch Site	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
GRU SCC Dispatch Site	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
UFPD Dispatch Site	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router
GNV RTS Dispatch Site	<ul style="list-style-type: none"> One (1) Nokia SAR-8 MPLS Router

Spares	<ul style="list-style-type: none"> • One (1) FRE DSC 8000 • One (1) FRU DSC 8000 AC Power Supply • One (1) Juniper EX4100 LAN Switch • One (1) set of recommended Nokia SAR-8 spares
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The document delineates the general responsibilities between Motorola and Alachua County as agreed to by contract.

2.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with the County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the County with the appropriate system interconnect specifications.
- Provide the County with closeout documentation to include:
 - Supplemental Virtualized Prime Rack Elevation Diagrams
 - Supplemental Virtualized Prime Floor Plans
 - Supplemental Power and HVAC calculations for the new equipment
 - Supplemental Cable Matrix for the new equipment
 - Updated Radio Network IP Plan
 - Updated Prime Site block diagrams

2.2 Alachua County BOCC Responsibilities

The County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for the County include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
 - The County is responsible for making space available for the new equipment racks at Millhopper and CCC. In the event that space is not available, and with permission from the County, Motorola will install the new VPrime equipment rack in place of the existing G-Series prime equipment at Millhopper which will then be removed following the ATP.
 - The County is responsible for providing sufficient electrical circuits to power all equipment being added under this proposal. All electrician services are to be provided by the County.
 - The proposed Millhopper VPrime equipment is all AC powered and will require two (2) 20A circuits terminated into NEMA 5-20R receptacles and four (4) 15A circuits terminated into standard NEMA 5-15R receptacles.
 - The proposed CCC VGeoPrime equipment is all AC powered and will require two (2) 20A circuits terminated into NEMA 5-20R receptacles and four (4) 30A circuits to be terminated into two Transtector AC Edge Power Distribution Units.

- MSI will provide the Transtector AC Edge Power Distribution units, but it will be the County's responsibility to provide the electrician services and any additional material required to wire them into the local electrical panel.
 - Receptacles should be located above or within 5 feet of the VPrime or VGeoPrime rack position.
 - All other sites will require two (2) 15A circuits per site to accommodate the MPLS.
 - All other RF subsites will require one (1) additional 15A circuit per site for the redundant site routers.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide required system interconnections, and furnish details of all transport paths to allow Motorola to determine and advise on the adequacy of the proposed paths to meet the needs of the system as proposed.
 - Preferably, to include diverse routing from each RF sub-site to the main prime and geo-prime sites.
 - To include robust connectivity between the pair of geo-redundant prime sites, protected by an alternate route should the primary path fail.
 - Transport links must meet the requirements specified in Motorola's IP Networking Practice Office publication *ASTRO Services Requirements (Version 1.9)*, to include the performance requirements listed below. Transport links must also pass a time-appropriate ITU-T Y.1564 test to demonstrate satisfactory IP Packet Transfer Delay, IP Packet Delay Variation, IP Packet Loss Ratio, Bandwidth and QoS performance, before a transport link can be accepted by Motorola's technicians for deployment into the ASTRO 25 system.
 - High availability links should be procured, with guaranteed/fixed bandwidth assignments.
 - Ethernet MTU Size of 2048 or larger
 - Electrical or optical handoff. Interfaces are assumed to be RJ-45 copper Ethernet format in this proposal, at all points of demarcation between the Motorola equipment and the transport network. Optical interfaces can be accommodated, and may even be preferred to confer additional protection against lightning surge ingress; however optical interfaces may incur a price adjustment.
 - One-way Jitter of less than 5 ms if supporting a geo-redundant simulcast subsystem
 - One-way Latency less than 10 ms if supporting a geo-redundant simulcast subsystem
 - Packet loss less than .02%
 - Bandwidth TBD
 - Preferred link types are Point to Point not meshed
 - Bandwidth is calculated between points in the network and should not be aggregated
 - Provider Point to Multipoint (VPLS) shared access links are not preferred
 - All links provided should be configured in a manner as to ensure link symmetry in the backhaul
- The County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all the County vendors or other contractors.

2.3 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- This design assumes:
 - That the CCC site can accommodate the additional Virtual Geo-Prime equipment rack.
 - That the existing equipment racks at all sites have the space available for the new MPLS equipment.
 - That the existing equipment racks at the RF sub-sites have space available for the new redundant site routers.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, site grounding, and HVAC to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the County.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the County.
- Any required system interconnections will be provided by the County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Assumes the County can provide the redundant fiber links within 6 months of delivery of the purchase order.
 - If redundant fiber links are not able to be provided by that time, MSI will proceed with configuring the network using single fiber links.
 - Should the County acquire redundant fiber links after the network is already configured to operate on single fiber links, then the reconfiguration of the network to work over the redundant fiber links will be outside the scope of this proposal.
- MSI has accounted for Layer 1 media testing of the fiber links provided by the County as part of this proposal. If during testing of the fiber links they are found to not meet the required specification then a change order will be required to account for multiple trips to perform multiple tests on the same fiber links.
- Assumes the County has sufficient AC electrical circuits at every site receiving new equipment under this proposal. With the exception of the CCC site, which is known to require electrical work to accommodate the proposed equipment, sites have not been inspected by Motorola to confirm adequacy of power outlets. The provision and wiring of additional AC circuits/feeds/breakers/receptacles, and any upgrade of the amperage of the utility service into the facility if needed, will be the County's responsibility.
- No training is included.
- Assumes all existing site routers are Juniper model SRX 345.
- Assumes the Alachua County system is on ASTRO system release A2022.1. Virtualized Prime is only supported at system release A2021.1 or newer.
- Assumes the new VPrime site equipment will reuse the existing TRAK equipment at the Millhopper prime site.
- The Virtualized Prime Site equipment will be level 5 "Rack and Stack" staged at MSI's EEC SI staging facility. Customer witnessed staging is not included in this proposal.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the County's system experience interference,

Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment

Section 3

Acceptance Test Plan

Alachua County

ASTRO 25

In-Field Draft

www.motorolasolutions.com/services/government

A preliminary field Acceptance Test Plan (ATP) is suggested in the pages that follow. The content and goals of the ATP will be further reviewed during a Customer Design Review meeting and/or during subsequent meetings that may be held in preparation for the cutover process. During this time the content and scope of the ATP may be modified, expanded or reduced as mutually agreed between the parties. For example, the County may desire to exclude tests that could be disruptive to system operations.

3.1 System Reliability Features

3.1.1 Redundant Site Link Failure

1. DESCRIPTION

Communication between the Master Site and the Remote Site can take place over dedicated redundant links. The two links between the Master Site and the Remote Site operate in a hot/standby mode. The system will switch to the backup link if the main LAN or WAN link fails.

Note that the Primary Site Router, if functional, will always be the active router. The Secondary Site Router will only take over when the Primary Site Router is malfunctioning.

SETUP

RADIO-1 - TALKGROUP 1

RADIO-1 - SITE - (Site under test)

RADIO-2 - TALKGROUP 1

* The site being tested should have redundant links to the Master Site.

VERSION #1.010

2. TEST

- Step 1. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-2 is able to monitor and respond to the call.
- Step 3. Remove the WAN link from the active router at the Site under test.
- Step 4. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1.
- Step 5. Observe that RADIO-2 is able to monitor and respond to the call.
- Step 6. Replace the WAN link connection that was removed in Step 3.

Pass_____ Fail_____

System Reliability Features

3.1.2 Failure of the Ethernet Backhaul Switch at the Primary GEO Prime Site

1. DESCRIPTION

This test shows that in the event the Ethernet Backhaul Switch at the primary prime site fails, the voice traffic from the remote subsites are rerouted through the secondary prime site to the primary prime site.

SETUP

RADIO-1 - TALKGROUP 1

RADIO-1 - SITE - SITE 1

RADIO-2 - TALKGROUP 1

RADIO-2 - SITE - SITE 2

VERSION #1.040

2. TEST

- Step 1. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1. Observe that RADIO-2 receives the audio. Dekey RADIO-1.
- Step 2. Disconnect the AC power cord from the Ethernet Backhaul Switch at the primary prime SITE 1.
- Step 3. Observe that appropriate alarms occur in the UEM and that SITE 1 is still in Wide Area Trunking mode of operation.
- Step 4. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1. Observe that RADIO-2 receives the audio. Dekey RADIO-1.
- Step 5. Reconnect the AC power cable disconnected in step 2.
- Step 6. Observe that SITE 1 continues to operate in Wide Area Trunking.
- Step 7. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1. Observe that RADIO-2 receives the audio.

Pass____ Fail____

System Reliability Features

3.1.3 Primary Prime Site Link Failure – Simulcast GEO Prime Site to Zone Core Ethernet Link

1. DESCRIPTION

This test shows that in the event of a failure of the link between the primary prime site and the zone core, the voice traffic from the primary prime site is rerouted through the secondary prime site to the zone core.

SETUP

RADIO-1 - TALKGROUP 1

RADIO-1 - SITE - SITE 1

RADIO-2 - TALKGROUP 1

RADIO-2 - SITE - SITE 2

VERSION #1.040

2. TEST

- Step 1. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1. Keep the radio keyed up until instructed to dekey. Observe that RADIO-2 receives the audio.
- Step 2. Create a site link failure (prime site to zone core) by disconnecting the Ethernet LAN cable from the Prime Site Router at the primary prime SITE 1.
- Step 3. Worst case, observe an audio hole in from RADIO-1 to RADIO-2, but that the call continues.

Dekey RADIO-1.
- Step 4. Observe, in the Unified Event Manager, that the site link has failed.
- Step 5. Observe that the SITE 1 continues to operate in Wide Area Trunking.
- Step 6. Initiate a talkgroup call from RADIO-1 on TALKGROUP 1. Keep the radio keyed up until instructed to dekey. Observe that RADIO-2 receives the audio.
- Step 7. Reconnect the Ethernet LAN cable to the Prime Site Router at the primary prime SITE 1.
- Step 8. Observe that SITE 1 continues to operate in Wide Area Trunking.
- Step 9. Observe that RADIO-2 receives the audio from RADIO-1.
- Step 10. Dekey RADIO-1.

Pass____ Fail____

System Reliability Features

3.1.4 Geo-Prime Site – Primary Prime Site Failure

1. DESCRIPTION

The primary objective of this prime site configuration is to provide a highly available trunked simulcast subsystem where the failure or total destruction of a prime site location will not result in the loss of wide area radio communications for any significant period time.

This test will show that in the event of a failure of both the active and redundant DSC 8000s at the primary prime site, the DSCs at the secondary prime site will be automatically activated to restore the system back to wide area operation.

SETUP

A Virtualized Prime Site in a Geo-Prime configuration. This procedure describes a configuration of 18 channels or less (2 DSCs at each location) but can also be executed for a configuration with greater than 18 channels (4 DSCs at each location).

RADIO-1 - TALKGROUP 1 - SITE 1

RADIO-2 - TALKGROUP 1 - SITE 2 (or SITE 1 if only 1 site available)

UEM Session running on NM Client

UEM indicates the primary prime site is active.

VERSION #1.020

2. TEST

- Step 1. Initiate a talkgroup call from RADIO-1.
Observe that RADIO-2 receives the audio.
- Step 2. Disconnect the power cord from DSC1 and DSC2 at the primary prime site.
- Step 3. Observe that the call is dropped and appropriate alarms occur in the UEM.
- Step 4. Observe that SITE 1 returns to the Wide Area Trunking mode of operation after a brief outage.
- Step 5. Initiate a talkgroup call from RADIO-1.
Observe that RADIO-2 receives the audio.
- Step 6. Dekey RADIO-1.
- Step 7. Reconnect the power cord to DSC1 and DSC2 at the primary prime site.
- Step 8. Observe that SITE 1 returns to the Wide Area Trunking mode of operation after a brief transition to Site Trunking.
- Step 9. Initiate a talkgroup call from RADIO-1.
Observe that RADIO-2 receives the audio.
- Step 10. Dekey RADIO-1.

Pass____ Fail____

3.2 MPLS ATP

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Alachua County's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

Please note that system interruption may occur during the FATP. The level of interruption will be dependent on how intrusive of an FATP Alachua County would like to have performed on the MPLS system. The intrusiveness level of the FATP will be mutually agreed to by the MSI Project Manager, and the Alachua County Radio System Manager, during project implementation.

3.3 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Please Print Name: _____

Initials:

Please Print Title: _____

Section 4

Service/Warranty

All Motorola Solutions Inc. supplied equipment comes with Motorola's standard 12 month warranty.

The new Virtual Prime site equipment at Millhopper will replace the existing Millhopper G-Series prime site equipment on the County's current service agreement and will be covered under the same terms and conditions.

The price to add the new Virtual Geo-Prime site equipment at CCC to the County's existing service agreement has been included as part of this proposal for a one year term which will run concurrently with the equipment's warranty year. Post-warranty maintenance and SUA services for the new Geo-Prime site equipment are not included and will be quoted as part of the County's next service agreement which will begin in October of 2026.

As part of this proposal, Motorola has included one year of Nokia's Warranty Services to cover the new Nokia MPLS equipment. Please note that as a 3rd-party service Nokia's warranty coverage period begins on the date of shipment of the Nokia hardware. Nokia's Warranty Services include the following:

- Hardware Maintenance Remote Tech Support
 - Required for all other Nokia warranty services.
- Software Subscription
 - Allows the County access to download all new software updates for the Nokia MPLS routers.
- Advanced Exchange – NBD
 - Covers the Nokia MPLS hardware against any hardware defects.
 - Any issues found with the Nokia hardware will be replaced with the same model hardware the Next Business Day (NBD).

In addition, one year of on-site response from the County's local Motorola Service Partner has been included to cover the new MPLS equipment. Post-warranty maintenance and Nokia Warranty Services are not included as part of this proposal and will be quoted as part of the County's next service agreement which will begin in October of 2026.

Section 5

Preliminary Project Schedule

Listed below is the preliminary project schedule.

Alachua County Vprime w/ Geo & MPLS - Preliminary Schedule	266 d	Fri 6/27/25	Thu 7/16/26
Project Initiation	25 d	Fri 6/27/25	Fri 8/1/25
Award (Project Set Up)	10 d	Fri 6/27/25	Fri 7/11/25
Internal Project Plan/Design Review	5 d	Mon 7/14/25	Fri 7/18/25
Post Sale Transition Meeting Completed	10 d	Mon 7/21/25	Fri 8/1/25
Project Planning	35 d	Mon 8/4/25	Mon 9/22/25
Customer Design Review (CDR)	20 d	Mon 8/4/25	Fri 8/29/25
Contract Change Order Process	5 d	Tue 9/2/25	Mon 9/8/25
Update Project Plans (Post CDR)	10 d	Tue 9/9/25	Mon 9/22/25
Project Execution	191 d	Tue 9/23/25	Thu 6/25/26
Make Order and SI Procurement	5 d	Tue 9/23/25	Mon 9/29/25
<i>Equipment Procurement (subject to supply chain availability)</i>	120 d	Tue 9/30/25	Tue 3/24/26
MPLS Staging at Tri-Co	10 d	Wed 3/25/26	Tue 4/7/26
Vprime Staging (CCSI)	15 d	Wed 3/25/26	Tue 4/14/26
Transition to Service Preparation	20 d	Tue 9/23/25	Mon 10/20/25
System Installation	66 d	Tue 3/24/26	Thu 6/25/26
Customer has confirmed availability of two-WAN side ethernet cor	0 d	Tue 3/24/26	Tue 3/24/26
Layer 1 Media testing	5 d	Wed 3/25/26	Tue 3/31/26
Receive and Inventory VPrime Equipment shipped from CCSI	5 d	Wed 4/15/26	Tue 4/21/26
Installation of MPLS Routers	5 d	Wed 4/8/26	Tue 4/14/26
MPLS Configuration and Testing	15 d	Wed 4/15/26	Tue 5/5/26
Install Redundant Site Router at each of the RF subsites	5 d	Wed 5/6/26	Tue 5/12/26
Backhaul/RF Site Router Configuration Updates	5 d	Wed 5/13/26	Tue 5/19/26
Installation of Virtual Prime at Millhopper	5 d	Wed 5/20/26	Wed 5/27/26
Configuration of Virtual Prime at Millhopper	5 d	Thu 5/28/26	Wed 6/3/26
Installation of Virtual Geo-Prime at CCC	5 d	Thu 6/4/26	Wed 6/10/26
Configuration of Virtual Geo-Prime Site at CCC	5 d	Thu 6/11/26	Wed 6/17/26
System Readiness Review	3 d	Thu 6/18/26	Mon 6/22/26
Cutover	1 d	Tue 6/23/26	Tue 6/23/26
ATP	2 d	Wed 6/24/26	Thu 6/25/26
Project Close	15 d	Fri 6/26/26	Thu 7/16/26
Finalize System Documentation	10 d	Fri 6/26/26	Thu 7/9/26
Punchlist Resolution	10 d	Fri 6/26/26	Thu 7/9/26
Final Acceptance	0 d	Thu 7/9/26	Thu 7/9/26
Complete Service Transition Meeting	5 d	Fri 7/10/26	Thu 7/16/26

Section 6

Pricing Summary

Motorola is pleased to provide the following equipment and services to the Alachua County BOCC.

6.1 Equipment and Services

Description	Discounted Price (\$)
Equipment and Implementation Services Excluding Geo Prime	\$1,591,386
Equipment and Implementation Services Geo Prime Site Located at CCC	\$560,325
Total System via Sourcewell Contract	\$2,151,711*

* Pricing valid if purchased as proposed

6.1.1 Payment Terms

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

System Purchase

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Section 7

Contractual Documentation

Pursuant to Section 6, subsection B of the Sourcewell Contract Number 042021-MOT, the following additional terms and conditions apply to this offering.

Motorola Solutions Customer Agreement

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

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein (the “Contract”); and

WHEREAS, pursuant to Article 6.B of the Contracts, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

1. Agreement.

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

2. Definitions.

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

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

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

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

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

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

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

“Data Processing Addendum” or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

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

“Equipment” means hardware provided by Motorola.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Products and Services.

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

3.2. Services.

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

- 3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).
- 3.2.3.** Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
- 3.2.4.** Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
- 3.2.5.** Professional Services
- 3.2.5.1.** Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.
- 3.3.** Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)
[Drone related Products](#)
[Comparison Manager](#)
[Data licensed from Motorola](#)
- 3.4.** Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5.** Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6.** Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7.** Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8.** Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9.** Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not

named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

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

4. Term and Termination.

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

- 4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”). Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

- 4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

- 4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. **Payment, Invoicing, Delivery and Risk of Loss**

- 5.1. The Contract Price of \$ **2,151,711**, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Alachua County Board of County Commissioners

Address: PO BOX 5038 Gainesville, FL 32627

Phone: 352-316-5707

E-INVOICE. To receive invoices via email: ACFRFiscal@alachuacounty.com

Customer Account Number: 1011202570

Customer Accounts Payable Email: ACFRFiscal@alachuacounty.com

Customer CC (optional) Email: sshelpman@alachuasheriff.org

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

Name: Scott Shelpman, Alachua County Sheriff's Office

Address: 2621 SE Hawthorne Rd. Gainesville, FL 32641

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

Name: Scott Shelpman, Alachua County Sheriff's Office

Address: 2621 SE Hawthorne Rd. Gainesville, FL 32641

Phone: 352-316-5707

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

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

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

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

- 5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change.

Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

- 5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

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

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8.** End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9.** Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10.** API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1.** Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2.** System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3.** Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4.** SaaS. SaaS Products do not qualify for the System Warranty above.

- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

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

willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

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

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

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

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

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

SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

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

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

- 9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

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

11. Proprietary Rights; Data; Feedback.

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

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create

derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#).
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

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

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N.

Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

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

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

Motorola Solutions, Inc.

Customer: Alachua County, FL

By:  By: _____

Name: Danny Sanchez Name: _____

Title: Territory Vice President Title: _____

Date: May 22, 2025 Date: _____