MOTOROLA SOLUTIONS

COLUMBIA COUNTY, FL

APX RADIO MANAGEMENT

TABLE OF CONTENTS

Columbia County
APX Radio Management

January 4, 2021
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Table of Contents i

Motorola Solutions, Inc.
401 E Las Olas Blvd
Fort Lauderdale, FL 33301

January 4, 2021

Lawrence Wilson
Radio System Administrator
263 NW Lake City Avenue
Lake City, FL 32055

RE: APX Radio Management

Dear Lawrence,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide Columbia County quality communications equipment and services. To enhance your customer experience, Motorola Solutions' would like to propose our APX Radio Management solution to address your radio management needs and provide exceptional value.

Your mission-critical communications depend on the consistent availability of your radios. Our Advanced Services provide the tools and expert support needed to efficiently manage your radio fleet. We provide critical services to protect your investment and keep your APX two-way radio fleet up-to-date and organized. Maintaining your radio fleet doesn't have to be expensive and time consuming. Calculate you're Return on Investment with our simplified radio programming with our Radio Management software:

https://namrinfo.motorolasolutions.com/radio-management-calculator

In response to your inquiry concerning alternate sourcing for our proposed APX Device Management ®, as the contract vendor for RFP-2017-O APCO P25 700 MHz Radio System, Motorola is the only vendor able to provide this service for Columbia County.

Motorola Solution's proposal is conditional upon Columbia County's acceptance of the terms and conditions contained in the **PROFESSIONAL SERVICES AGREEMENT** included in this proposal, or a negotiated version thereof. Pricing will remain valid for 90 days from the date of this proposal.

Any questions Columbia County has regarding this proposal can be directed to Tyler Meadows at 850-491-9951, (tylermeadows@callmc.com).

Our goal is to provide Columbia County with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Michella Poole

MOTOROLA SOLUTIONS, INC.
North Florida Area Sales Manager

SECTION 1

DEVICE MANAGEMENT SERVICE OFFER

1.1 APX RADIO ADVANCED SERVICES OVERVIEW

To ensure that Columbia County has the tools and expert support needed to efficiently manage your radio fleet, Motorola Solutions proposes our APX Radio Advanced Services offering. This Device Management Service (DMS) offering provides critical services to protect your investment and keep your APX two-way radio fleet up-to-date and organized. Motorola Solutions will provide Columbia County with a subscription to our Radio Management (RM) Programming Tool licenses for each unit, as well as access to our Service Support Center technical personnel.

The proposed offering consists of the following specific services:

- Radio Management Software Licensing.
- Technical Support.
- On-Site Setup/Commissioning and Training (minimum 500 units).

For this offer, Motorola Solutions will provide Advanced Services for 1000 APX user radios.

1.1.1 Services Descriptions

1.1.1.1 Radio Management Software Licensing

Radio Management (RM) is a tool created by Motorola Solutions to streamline the radio programming process and is widely used today. Radio management enriches each agency's management of radio inventory, reduces initial programming time, optimizes routine programming maintenance and aids in software updates on a regular basis. The control, ease of use and efficiency Radio Management provides compliments the APX radio subscriber fleet and offers a dynamic and well organized fleet management solution.

Using Radio Management (RM), APX Radios are assigned a codeplug template that can be unique or shared among a large group of radio users. Changes to these templates can then be performed via RM either individually or scheduled as part of a batch job by a radio technician. Radio Management will track if the radios have been successfully programmed, providing a clear view of the entire radio fleet and each radio's codeplug history.

Radio Management can also be used to manage the Software Flash Versions, or enabled feature sets, as well as the firmware of each APX Subscriber. These updates can be performed on an individual or group basis using the RM server to manage the process.

APX Radio Management

Motorola Solutions Confidential Restricted

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

Device Management Service Offer 1-3

Radio Management is agnostic to how the APX radio is connected to the RM system and is able to use multiple methods to communicate with the subscriber. Regardless to how the APX radio is updated the RM server will provide a report to the radio technician of current programming status of each radio.

Motorola Solutions' ASTRO 25 OTAP feature offers users many unique enhancements over standard OTAP processes. These include:

- **Voice Priority** - An ASTRO 25 P25 system provides priority to voice communications so that a data call will be preempted if a voice transmission is either received or initiated. The APX subscriber is able to pause the data call until the voice transmission is ended and then resume the programming job from the place it left off, eliminating retransmission of already sent data.

- **Differential Write** - APX radios in conjunction with RM use a differential write process whereby only **changes** to the subscriber codeplug are transmitted over-the-air, minimizing data usage and allowing for more subscribers to be programmed via the ASTRO 25 system.

- **Batch Programming** - APX subscribers on an ASTRO 25 system can be batch programmed via RM rather than having to program each radio, one by one. This programming can also be set as a job within the RM server, allowing for codeplug changes to be made ahead of time and then disseminated on a pre-programmed day and time.

Motorola Solutions' APX subscribers on an ASTRO 25 system are also able to have their firmware updated over-the-air via the **Over the Air Software Update** process. The OTA Software update can send new firmware to every APX subscriber on the system in a broadcast fashion. This is done by using the voice channel to send small packets of data to the APX radios at the same time over the voice channel. This allows all of the APX radios in the fleet to compile the new firmware over a period of days and then allow the radio users to accept the new firmware when it is fully downloaded. The OTA software process runs in the background of the APX radio's operation and does not affect its' voice or data communications.

Lastly, Motorola Solutions' APX subscribers can also take advantage of the new Alias Update if operating on an ASTRO 25 system. Alias Update allows for the entire APX radio fleet to use the latest radio alias available on the system without necessitating reprogramming. This process works by the System Administrator making a change to the core's Provisioning Manager to update a radios' alias. Once added to the system, the new alias is instantaneously broadcast to the APX radio fleet and allows the whole APX fleet to begin using the new radio alias. This enables the more effective use of radio IDs as it is now a simple procedure to make a change to the alias' stored in each APX radio.

By using Radio Management, OTAP, OTA Software, and Alias Update, the APX radio fleet can be kept up to date with the latest software and features with minimal downtime, allowing First Responders to focus on the task at hand and not their radios. The resultant operational efficiencies translate into significant costs savings by significantly reducing the time Columbia County personnel need to spend on administrative task such as codeplug and firmware updates, and the complete history of each Subscriber Unit is instantly available.

APX Radio Management

Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Device Management Service Offer 1-4

1.1.1.2 Technical Support

The Motorola Solutions Technical Support Center will be available to assist with any questions, issues, or problems related to APX user radio hardware or software. Remote support will be available during normal business hours, excluding U.S. holidays.

1.1.1.3 On-Site Setup/Commissioning and Training (minimum 500 units)

Motorola Solutions will provide on-site deployment for Columbia County's Radio Management hardware and software. Commissioning of available APX radios into Radio Management will also be provided for three to five days. This deployment and commissioning provides a unique opportunity for Columbia County technicians to receive on-the-job training for Radio Management in an immersion-like setting.

APX Radio Management

Motorola Solutions Confidential Restricted

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

Device Management Service Offer 1-5

SECTION 2

ADVANCED SERVICES STATEMENT OF WORK

2.1   DMS ADVANCED SERVICES STATEMENT OF WORK

2.1.1   DMS Advanced Statement of Work Summary

In this Device Management Services tier, a **"do it yourself with Motorola Solutions support"** approach will be employed for fulfillment. A Standard Base + Options approach is taken with this package, offering access to Motorola Solutions' Radio Management Programming Tool with an options for Install/Commissioning.

With DMS Advanced, if Columbia County regularly performs their own creation, provisioning, programming and maintenance of radio attributes, codeplugs, fleetmaps and templates, this will continue. Motorola Solutions will provide a subscription to the Radio Management Programming Tool and the Columbia County will then self-maintain their codeplugs/fleetmaps (including any associated jobs) and contact the SSC for failure of the Programming Tool.

2.1.2   DMS Advanced Feature Description Summary

The Radio Management 2.0 software provides APX radio provisioning and programming capability with convenience and efficiency provided by value-added features. Updated codeplugs can be stored on the Columbia County's local server or network server, allowing distributed access among many users with a single 'golden' version. Radio downtime is minimized with multi-unit programming. RM architecture has been divided into components (RM Client, RM Server, Job Processor, Device Programmer) which can be placed in a single environment or distributed between host and remote locations.

Basic Tech Support is also provided with the Standard Base, employing a cost-efficient model that is ideal for skilled Columbia County personnel who require only basic break-fix service for Radio Management software and when issues affecting multiple APX radio units arise.

APX Radio Management

Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the cover page.
Advanced Services Statement of Work 2-6

2.1.3   On Site set up, commissioning and training

Motorola Solutions will provide on-site deployment and commissioning of the Radio Mgt client and server hardware and software at the Columbia County's location. Motorola Solutions will also on-board new DMS radios into the Radio Mgt user database (radios must be made available for on-boarding). These activities will take place for 2 days typical (with a 1wk maximum), at which point the install / commissioning team will transition remaining work to the Columbia County. Motorola assumes on-site deployment and commissioning will be occurring at one location. If this activity needs to occur at multiple locations, a Columbia County quote may be necessary.

Initial RM overview with customer

- Setup and installation of the APX CPS RM server software, job processor software, and device programmer software on the RM server

- Setup and installation of the APX CPS software and device programmer software on the RM client

- Train the customer on the software based on their specific implementation

- Load in the first 100 radios into the system

We will need a steady flow of radios from the customer in order to complete the above services.

2.1.3.1 DMS-Advanced Motorola Solutions Roles – Responsibilities

Motorola Solutions will:

- Upon a Columbia County call to Motorola Solutions Service Desk, a representative will answer to address issues with RM 2.0 programming tool/software,
- Categorize and route issue requests appropriately
- Validate requests against Columbia County-agreed policies
- Review issue details and ensure required evidence has been recorded
- Approve requests and schedule actions as required
- Implement actions as required and verify with the Columbia County
- Provide updates to Radio Management software from the core and push to Columbia County client stations

2.1.3.2 Advanced Specific Responsibilities

Motorola Solutions will:

- Provide implementation of (install and configure) the RM application on Columbia County premise and begin commissioning radios in Columbia County's database.
- Allow Columbia County technicians to join deployment and informally learn about RM and how to commission radios

APX Radio Management

Motorola Solutions Confidential Restricted

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

Advanced Services Statement of Work 2-7

- Handoff radio commissioning to Columbia County technicians and depart (typically within 2 days of hardware installation)
- Provide seats to regularly scheduled RDS2017 Radio Management Workshop in Plantation Florida (3 seats per 500-unit DMS subscription up to a maximum of 12 seats. DMS subscriptions less than the 500-unit minimum allow Columbia County 1 seat to RDS2017 Workshop)
- Provide RM application installation and configuration for Onsite Deployment

Note: If Columbia County intends to use OTAP or WiFi for programming, please refer to "Addendum 1 - DMS OTAP & WiFi Support" document for Motorola Solutions responsibility details

2.1.4   DMS-Advanced Columbia County Roles and Responsibilities

Columbia County will:

- Provide a list of Columbia County Problem Management contacts
- Coordinate with Motorola Solutions to define Problem Management Policies
- Provide Motorola Solutions with additional information when required
- Purchase and maintain computing hardware (server and clients) for Radio Management Database and Device Programming stations in accordance with the Radio Management System Planner.
- Be responsible for the security posture of the client, including maintenance as required
- Be responsible for Operating System patching, Antivirus support, and Configuration Mgt as required
- Be responsible for the connectivity between Database server and device programmers.

2.1.4.1   Advanced Specific Responsibilities:

Columbia County will:

- Make all radios available for commissioning by installation commencement
- Have their technicians available to shadow Motorola Solutions or Motorola Solutions 3rd party representative for the RM hardware & module install
- Have their technicians assume responsibility for radio commissioning (read/write) activity from Motorola Solutions installation technician by end of day 2 and will add remainder of radios to RM database
- Have their technicians attend RDS2017 Radio Management Workshop located in Plantation Florida (Motorola Solutions will provide seats per method in previous   section). Columbia County will provide travel/lodging for their technicians to RDS2017 Workshop

Note 1: If Columbia County intends to use OTAP or WiFi for programming, please refer to "Addendum 1 - DMS OTAP & WiFi Support" document for Columbia County responsibility details.

APX Radio Management

Motorola Solutions Confidential Restricted

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

Advanced Services Statement of Work 2-8

2.2 DMS SLA AND EXCLUSIONS

2.2.1 ADVANCED

- Motorola Solutions will provide required Radio Management software licenses required for each radio unit and 3 training seats per every 500 DMS units purchased up to 12 seats total
- Motorola Solutions Tech Support will not accept radio programming assistance calls - radio management calls are limited to the correction of defects with the radio management tool.
- Motorola Solutions will provide Columbia County access to MOL but Columbia County has responsibility for maintaining the current nature of the data. The CSM will assist Columbia County in establishing a MOL account.

APX Radio Management

Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the cover page.
Advanced Services Statement of Work 2-9

2.3   ADDENDUM 1: DMS OTAP AND WI-FI SUPPORT

Motorola Solutions' focus during DMS deployment is to execute proper installation of the Radio Management programming tool instance and ensure programming success via USB tethered method. In cases where Columbia County elect to use their WiFi or OTAP systems for delivery of codeplugs, responsibility for performance of those systems will not transfer to Motorola Solutions. However, Motorola Solutions will make reasonable efforts to assist Columbia County for a successful end-to-end experience. Please see specific details below.

DMS-Advanced

Radio programming via OTAP/WiFi is supported to the extent the Radio Management tool supports it. The Advanced solution will include onsite RM deployment. This deployment includes the setup of a local device programmer Columbia County can connect to their OTAP server (or WiFi AP) to provide wireless programming. We assume Columbia County's OTAP or WiFi network is already performing properly so we do not perform end-to-end testing during DMS- Advanced deployment.

2.3.1   Motorola Solutions Roles & Responsibilities: OTAP & WiFi

- Motorola Solutions will perform RM installation at Columbia County location.
- If Columbia County would like to use their WiFi (or OTAP) network to distribute codeplugs, Motorola Solutions will assist Columbia County to set up a Device Programmer connected to Columbia County's WiFi AP (or OTAP Server). However, Motorola Solutions will not assume responsibility for Columbia County's WiFi/OTAP nor end-to-end programming performance.

2.3.2   Columbia County Roles & Responsibilities: OTAP & WiFi

- Make technicians available for the RM install
- Provide RM hardware for install, where applicable
- Ensure the WiFi (or OTAP server) network is operational and ready to perform codeplug transport prior to RM install. If not, immediate corrective action must be taken
- After the RM system is installed, Columbia County will identify the WiFi AP (or OTAP server) to connect to and test delivery of a codeplug to a radio (if the Motorola Solutions installer is still onsite, they can assist the Columbia County in this step)
- Continue to maintain successful performance of their OTAP or WiFi system
- TROUBLESHOOTING: Motorola Solutions can provide telephone support for problems with the RM system and Columbia County is responsible for performance of their WiFi system (or OTAP Server instance).

APX Radio Management

Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Advanced Services Statement of Work 2-10

2.3.3 Motorola Solutions Limitations: OTAP & WiFi

- Motorola Solutions is not responsible for Columbia County's WiFi network performance (or OTAP performance) and will not perform work to correct faulty systems during the RM installation event.
- Motorola Solutions is not liable if the DMS service fails or loses functionality due to Columbia County changes to the CEN or WIFI-OTAP network Configuration
- Pricing and WiFI Set up is not part of the DMS Offer and must be quoted separately.

APX Radio Management

Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the cover page.
Advanced Services Statement of Work 2-11

PRICING SUMMARY

QTY	NOMENCLATURE	DESCRIPTION	UNIT AFTER DISCOUNT	EXT AFTER DISCOUNT
1	DSSUBSERVER3	RACK MOUNT WINDOWS SERVER	$ 8,802	$ 8,802
1	DSSUBSERVER1	RACK MOUNT WINDOWS SERVER	$ 5,523	$ 5,523
1	DSSUBDESKTOP	WINDOWS DESKTOP	$ 1,568	$ 1,568

HARDWARE	$	15,893
PROJECT MANAGEMENT	$	8,438
ENGINEER & SYSTEM TECH	$	16,625
EMCI SERVICES	$	21,250
TRAINING	$	12,546
TOTAL INITIAL CAPITAL INVESTMENT	$	74,752

SECTION 4

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the following pages.

APX Radio Management

Motorola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the cover page.
Contractual Documentation 4-1

PROFESSIONAL SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and COLUMBIA COUNTY BOARD OF COMMISSIONERS ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Services, as described below. Motorola and Customer may be referred to individually as a "party" and collectively as the "parties."

For good and valuable consideration, the parties agree as follows:

Section 1   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Services and Deliverables, excluding any applicable sales or similar taxes, as set forth in Section 3.1.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last party executes this Agreement.

"Force Majeure" which means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, and other intellectual property rights.

"Services" means those professional services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Statement of Work.

"Statement of Work" means the statement of work attached hereto as Exhibit A and incorporated herein by this reference. The Statement of Work describes the Services and Deliverables (if any) that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

Section 2   SCOPE OF AGREEMENT; TERM

2.1   Motorola will provide to Customer the Services and Deliverables (if any) set forth in the Statement of Work. Motorola and Customer will perform their respective responsibilities as described in this Agreement. To enable Motorola to perform the Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola employees or subcontractors are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, and power and full and free access to the equipment. Risk of loss to any such equipment on Customer premises will reside with Customer until removed by Motorola or its agent. If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

2.2   Motorola will assign qualified employees who have the requisite experience and competencies to perform the Services with reasonable skill and care. Motorola will provide and furnish all material, labor, supervision, tools, apparatus, equipment and incidental expenses for accomplishing the Services with the exception of those items mentioned in this Agreement to be provided by Customer.

2.3   If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from offering or selling the recommended products or other services to Customer. If Customer is a governmental body or agency, it represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

2.4   Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services. If Customer delays Motorola's performance of the Services, modification of the performance schedule or an increase in the Contract Price may occur.

2.5   Unless terminated in accordance with other provisions of this Agreement, the term of this Agreement begins on the Effective Date and continues until completion of the Services, but no later than 2/24/2022

2.7   During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

Section 3   CONTRACT PRICE AND PAYMENT

3.1   The Contract Price in U.S. dollars is $74,752.00

3.2   Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any

agreement to perform additional Services will be reflected in a written and executed change order or amendment to this Agreement.

3.3   Motorola will submit invoices to Customer according to a mutually agreed payment schedule or, if there is no payment schedule, on a monthly basis as the Services are performed. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

3.4   Customer will reimburse Motorola for all documented reasonable travel and other expenses (over and above the normal daily expenses of working and commuting) provided by Motorola in connection with Services furnished under this Agreement.

Section 4   TIME SCHEDULE; FORCE MAJEURE

4.1   All Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a reasonable time period.

4.2   Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

Section 5   CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

5.1.   CONFIDENTIAL INFORMATION.

5.1.1.   Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

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

5.1.3.   All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain

one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

5.2.   PRESERVATION OF PROPRIETARY RIGHTS.

5.2.1.   Each party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's Proprietary Rights to the other party.

5.2.2.   Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

Section 6   WARRANTY

6.1.   Motorola warrants that the Services will be performed in a good and workmanlike manner and will conform in all material respects to the Statement of Work. This warranty will be for a period of ninety (90) days following completion of the Services. If Motorola breaches this warranty, Customer's sole and exclusive remedy is to require Motorola to re-perform the non-conforming Services or to refund, on a pro-rata basis, the fees paid for the non-conforming Services. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

6.2.   NO GUARANTEE. CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SYSTEM VULNERABILITIES OR INEFFICIENCIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY DISCOVERED BY MOTOROLA. CUSTOMER AGREES NOT TO REPRESENT TO ANY THIRD PARTY THAT MOTOROLA HAS PROVIDED SUCH GUARANTEE. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE PERFORMANCE OR SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED.

6.3.   POSSIBLE DAMAGE OR DISRUPTION. Customer acknowledges understands and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except to the extent set forth in Section 6.1, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, and the information and data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or

disruption around Customer's information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

Section 7   LIMITATION OF LIABILITY

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

SECTION 8   DEFAULT AND TERMINATION

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

8.2.   FAILURE TO CURE. If a defaulting party fails to cure the default as provided above in Section 8.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information. If Customer is the non-defaulting party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 9   DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

9.1.   GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

9.2.   NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

9.3   MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that 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. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

9.4.   LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Services are performed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

9.5.   CONFIDENTIALITY. All communications pursuant to subsections 9.2 and 9.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 10   GENERAL

10.1.   TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2.   ASSIGNABILITY. Except as otherwise provided in this Section, neither Party may assign, delegate or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates and may assign its right to receive payment under this Agreement without the prior consent of Customer. In addition, for any Motorola Solutions divestiture, sale or other similar transaction (whether by way of merger, asset sale, stock sale, spin-off or otherwise) of a Motorola Solutions business (each a "Sale"), Motorola Solutions may, without the prior written consent of Customer and at no additional cost to Motorola Solutions or to the assignee entity(ies), assign its rights and obligations under this Agreement, in whole or in part, to the assignee entity(ies).

10.3.   SUBCONTRACTING. Motorola may not subcontract any portion of the Services without the prior written consent of Customer, which will not be unreasonably withheld or delayed.

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

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

10.6.   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.

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

10.8.   NOTICES.   Notices required under this Agreement to be given by one party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.   **COLUMBIA COUNTY BOARD OF COMMISSIONERS**
Attn: John Guzman   Attn: Rocky Ford, County Chair
Schaumburg, IL 60196
fax: _____   fax: _____

10.9.   COMPLIANCE WITH APPLICABLE LAWS.   Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement.

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

10.11. RETURN OF EQUIPMENT.   Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

10.12. Customer agrees not to use Motorola's name, trademarks or trade names or to publicize, advertise or otherwise disclose to any third party the existence or terms of this Agreement without the express written consent by an authorized representative of Motorola.

10.13. SURVIVAL OF TERMS.   The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 3 (Contract Price and Payment); Section 5 (Confidential Information and Proprietary Rights); Section 7 (Limitation of Liability); Section 8 (Default and Termination); Section 9 (Disputes); and all General provisions in Section 10.

10.14. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. 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 amend or modify this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

COLUMBIA COUNTY BOARD OF COMMISSIONERS   MOTOROLA SOLUTIONS, INC.
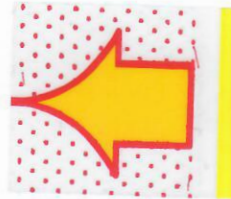
BY: _Rocky D. Ford_

NAME: _[signature]_

TITLE: _Chairman_

DATE: _2/4/21_

BY: _Michelle Poole_

NAME: __Michelle Poole__

TITLE: ___Area Sales Manager___

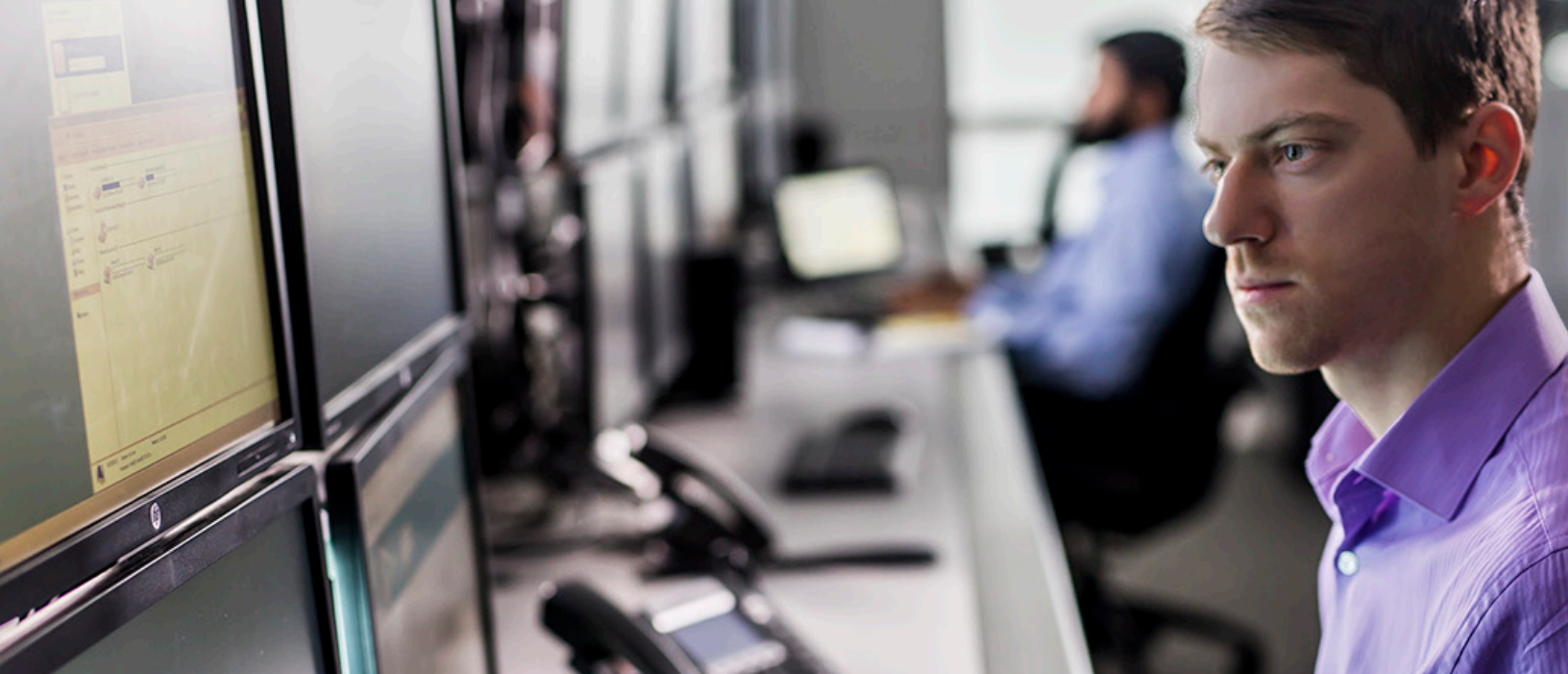DATE: ___2/24/2021___

Exhibit A
Statement of Work
See Proposal
dated January 4,
2021

SECTION 5

PRODUCT LITERATURE

Product Literature is included on the following pages.

APX Radio Management

Motorola Solutions Confidential Restricted

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

Product Literature 5-1

ADVANCED SERVICES
FOR APX™ TWO-WAY RADIOS
ACCELERATE DEPLOYMENT AND IMPROVE CONTINUITY

Your mission-critical communications depend on the consistent availability of your radios. Advanced Services provide the tools and expert support needed to efficiently manage your radio fleet.

MANAGING YOUR TWO-WAY RADIOS:
THE CORE OFFER
We provide critical services to protect your investment and keep your APX two-way radio fleet up-to-date and organized.
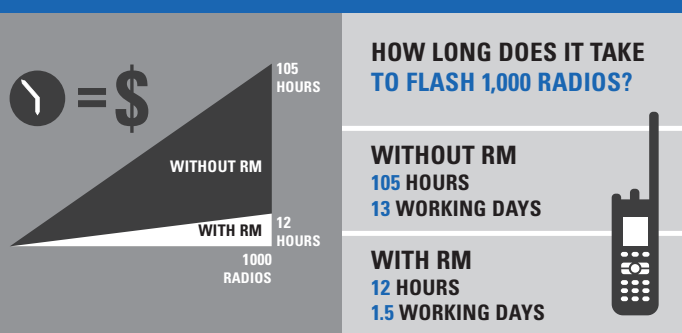
SIMPLIFY RADIO PROGRAMMING
Maintaining your radio fleet doesn't have to be expensive and time consuming. Simplify radio programming with our Radio Management software.

APX Radio Management supports batch programming of up to 16 radios at one time that are connected to a PC, or via over the air programming (OTAP) on a Project 25 system. Easily track and view your entire radio fleet programming status along with the codeplug history for each device.

ACCESS ENHANCED TECHNICAL SUPPORT
To help isolate and resolve any issues you may have with your radios or Radio Management software, our experienced technologists are available 8x5, Monday – Friday, local time. These dedicated professionals have access to documented and repeatable solutions and test environments to recreate your conditions to effectively troubleshoot and resolve your issues within a four hour time frame.

CPS RADIO MANAGEMENT (RM) REDUCES TOTAL COST OF OWNERSHIP

🕐 = $

105 HOURS

WITHOUT RM

WITH RM   12 HOURS

1000 RADIOS

HOW LONG DOES IT TAKE TO FLASH 1,000 RADIOS?

WITHOUT RM
105 HOURS
13 WORKING DAYS

WITH RM
12 HOURS
1.5 WORKING DAYS

* Time shown are average estimates based on small sample of actual data on APX 7000

Ⓜ MOTOROLA SOLUTIONS

ADVANCED SERVICES FOR APX TWO-WAY RADIOS CORE PACKAGE

Radio Management Software Licensing

Radio Management Technical Support

Option 1
On-Site Setup/Commissioning and Training (minimum 500 units)

Option 2
Radio Management User Database Hosting OR Bring Your Own Network and PC
Advanced MyView Portal Access

Option 3
Hardware Repair

LEVERAGING SUPPLEMENTAL SUPPORT SERVICES:
THE OPTIONS

To ensure all your APX two-way radio communication needs are met, Advanced Services can provide supplemental coverage to help you manage your radio fleet.

Option 1: Increase Radio Management Expertise Making sure your radios are fully operational is a high priority. This option includes Onsite Radio Management Hardware set up and Radio Commissioning in the Radio Management Database. Your technical staff can be trained side by side with our technical team during this process for valuable immersion training. We also provide you with Radio Management classroom training to help you and your team provision, program and maintain your radios more efficiently.

Option 2: Radio Management Database Hosting and MyView Portal Store the configurations and codeplug data on our secure, hosted server for efficient remote programming and mitigate the potential challenges of insufficient local data storage space. Centralizing your configurations will ensure all of your radios are updated and reduce your overall downtime and labor. Any changes to a codeplug template can be automatically applied to all affected radios, and additional programming jobs can be scheduled ahead of time for greater operational efficiency.

Bring your Network and PC is available in Option 2. Bring your own Network and PC allows you to use your own server, laptop and internet connection for database hosting. This makes it less costly overall and provides more flexibility for your programming requirements.

MyView Portal: Actionable Insights Into Device Performance

MyView Portal is a web-based platform that gives you a transparent, single source view for system and service delivery information to help make smarter, faster and more proactive decisions to keep your network running smoothly and effectively.

This option provides access to MyView Portal to see your radio data, service case history, firmware and software status information.

Option 3: Rely On Expert Repair State-of-the-art diagnostics equipment, repair tools and an extensive inventory of replacement parts helps ensure your radios are protected from normal wear and tear and back in operation within five days. Two way shipping is included. All radios are returned to factory specifications and updated with the latest firmware before being returned back to you.

Motorola Solutions service centers are certified to comply with ISO9001 standards using proven, repeatable processes so that your repair is completed right the first time, every time.
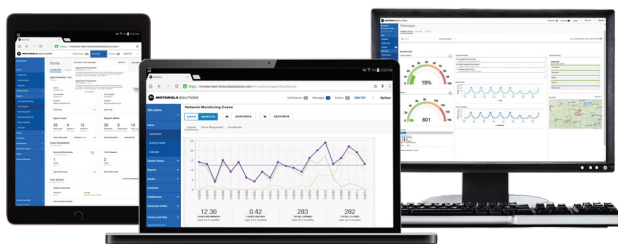
ENSURE CONTINUITY. ENHANCE PRODUCTIVITY. REDUCE RISK.

RISK & RESPONSIBILITY
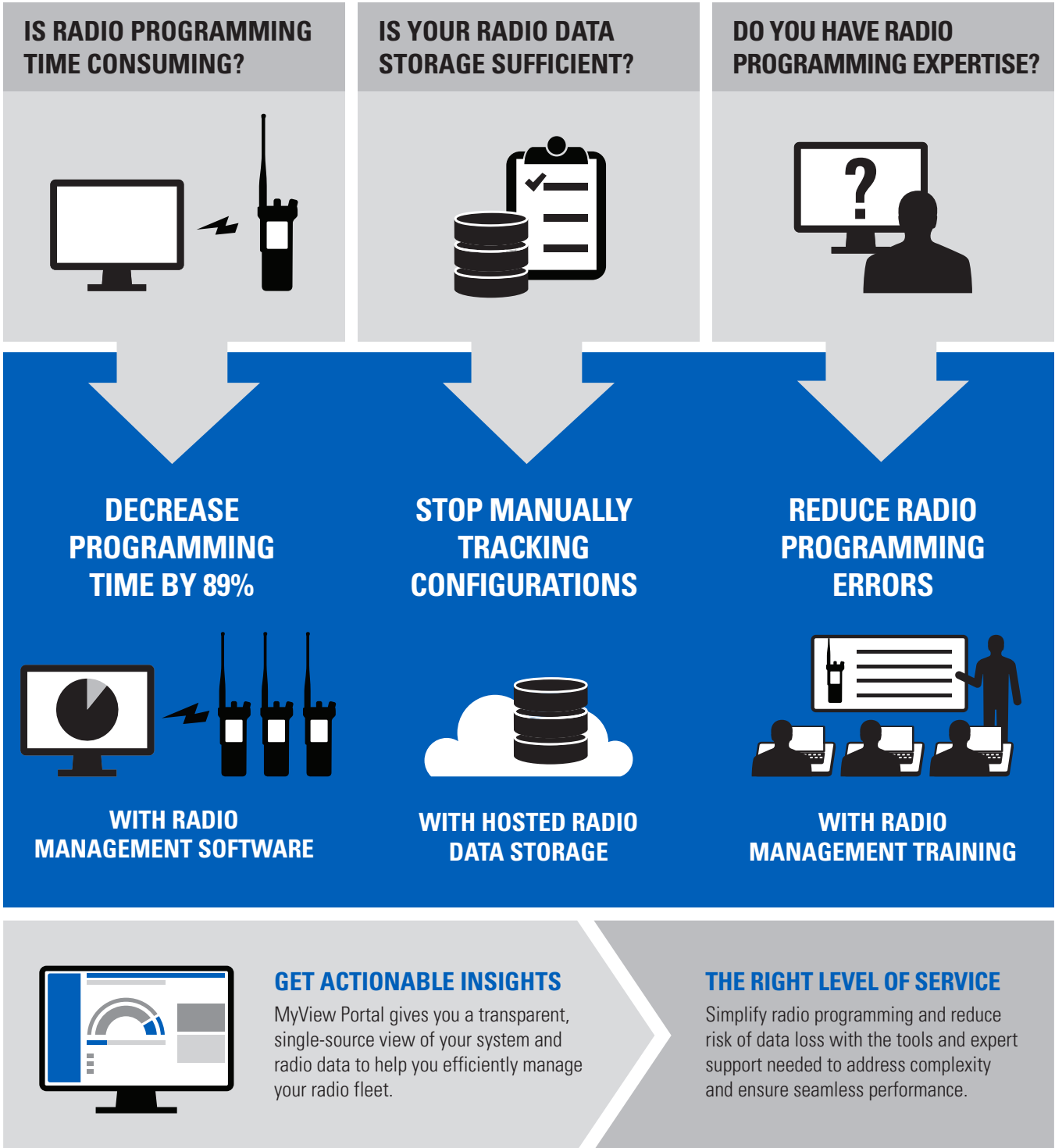
ESSENTIAL   ADVANCED   PREMIER
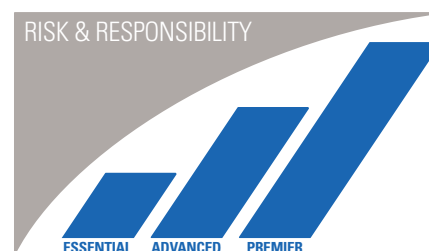
Rely on us to help you achieve your performance targets with the right service level you need for systems, devices and applications. Each package provides a higher level of support, transferring more of the risk and responsibility to Motorola Solutions.

MOTOROLA SOLUTIONS

YOUR APX™ RADIOS KEEP YOU SAFE AND CONNECTED. ARE YOU ABLE TO KEEP UP WITH PROGRAMMING?

IS RADIO PROGRAMMING TIME CONSUMING?

IS YOUR RADIO DATA STORAGE SUFFICIENT?

DO YOU HAVE RADIO PROGRAMMING EXPERTISE?

DECREASE PROGRAMMING TIME BY 89%

WITH RADIO MANAGEMENT SOFTWARE

STOP MANUALLY TRACKING CONFIGURATIONS

WITH HOSTED RADIO DATA STORAGE

REDUCE RADIO PROGRAMMING ERRORS

WITH RADIO MANAGEMENT TRAINING

GET ACTIONABLE INSIGHTS

MyView Portal gives you a transparent, single-source view of your system and radio data to help you efficiently manage your radio fleet.

THE RIGHT LEVEL OF SERVICE

Simplify radio programming and reduce risk of data loss with the tools and expert support needed to address complexity and ensure seamless performance.

ADVANCED SERVICES FOR APX TWO-WAY RADIOS

ACCELERATE DEPLOYMENT AND IMPROVE CONTINUITY

MOTOROLA SOLUTIONS