



AGENDA

City Commission Meeting

6:00 PM – Thursday, January 02, 2025 – City Hall

INVOCATION: MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE: COMMISSIONER WILLIE HAWKINS

CALL TO ORDER

ACKNOWLEDGE OF QUORUM AND PROPER NOTICE

1. AGENDA UPDATE

2. OATH OF OFFICE

[2.1](#) Swearing-in of New Commissioners - George Asbate, Willie Hawkins and Emily Lee

3. ELECTION OF MAYOR AND VICE MAYOR

[3.1](#) Appointment of City Clerk as Temporary Chairman

[3.2](#) Election of Mayor

[3.3](#) Election of Vice Mayor

4. APPROVAL OF MINUTES

[4.1](#) Approval of Minutes

December 12, 2024 City Commission Meeting

5. AUDIENCE TO BE HEARD

6. CONSENT AGENDA

[6.1](#) Resolution Number 25-03: Purchase of Security Cameras in excess of \$100,000

[6.2](#) Resolution Number 25-04: Parks and Recreation Lightning Detection System for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park

[6.3](#) Resolution Number 25-05: Amending the Budget for FY 2024/25 for Economic Development Fund for a Grants Fund for a U.S. Department of Commerce/Economic Development Administration Requirement to Provide Matching Funds for a Targeted Industry Study Grant

[6.4](#) Resolution Number 25-06: Amendment in the amount of \$5,831,200 to the FY24/25 Budget for carry-over of FY23/24 unencumbered budgeted funds for various Capital and Consulting Services

[6.5](#) Resolution Number 25-07: Approval of a Collective Bargaining Agreement with the Eustis Professional Firefighters Local 4731 International Association of Firefighters Fire Lieutenant Unit

7. ORDINANCES, PUBLIC HEARINGS & QUASI-JUDICIAL HEARINGS

[7.1](#) Resolution Number 25-01: Appointing Commissioners to various Boards and Committees

8. OTHER BUSINESS

9. FUTURE AGENDA ITEMS AND COMMENTS

9.1 City Commission

9.2 City Manager

9.3 City Attorney

9.4 Mayor

10. ADJOURNMENT

This Agenda is provided to the Commission only as a guide, and in no way limits their consideration to the items contained hereon. The Commission has the sole right to determine those items they will discuss, consider, act upon, or fail to act upon. Changes or amendments to this Agenda may occur at any time prior to, or during the scheduled meeting. It is recommended that if you have an interest in the meeting, you make every attempt to attend the meeting. This Agenda is provided only as a courtesy, and such provision in no way infers or conveys that the Agenda appearing here is, or will be the Agenda considered at the meeting.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statutes, 286.0105). In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk 48 hours prior to any meeting so arrangements can be made. Telephone (352) 483-5430 for assistance.



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: Eustis City Commission

FROM: Tom Carrino, City Manager

DATE: January 2, 2025

RE: Swearing-in of New Commissioners - George Asbate, Willie Hawkins and Emily Lee

Introduction:

City Clerk, Christine Halloran, will administer the Oath of Office to the Commissioners: George Asbate (elected), Willie Hawkins (re-elected) and Emily Lee (re-elected). Following the oaths, the new Commissioners will assume their seats on the dais.

Prepared By:

Christine Halloran, City Clerk



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 2, 2025

RE: Appointment of City Clerk as Temporary Chairman for Election of Mayor and Vice Mayor

Introduction:

This item is for the election of the Mayor and Vice Mayor for 2025.

Background:

The following procedure will be utilized for the election of Mayor:

1. Mayor Holland will turn the meeting over to the City Clerk for the election of the Mayor for 2025.
2. The City Clerk will open the floor to nominations for Mayor. Nominations do not require a second.
3. When it appears no further nominations are forthcoming, the City Clerk will call for a motion that nominations be closed. This motion does require a second, followed by a voice vote.
4. If there is only one nomination for Mayor, a roll call vote shall be taken in alphabetical order on the nomination.
5. If there is more than one nomination for Mayor, a roll call vote shall be taken on the nominees in the order in which the nominations were offered up to a nominee receiving three affirmative votes. There will be no run-off or voting on subsequent nominees once someone has received three votes. Roll call shall be in alphabetical order as follows: Commissioner Asbate, Commissioner Ashcraft, Commissioner Hawkins, Commissioner Holland, and Commissioner Lee.

Following the election of the Mayor, the new Mayor will take over the meeting and proceed with the election of the Vice Mayor using the same format as for election of the Mayor.

Following the election of the Vice Mayor, the new Mayor and Vice Mayor will assume their respective seats and the new Mayor will proceed with the first item on the regular agenda.

Prepared By:

Christine Halloran, City Clerk

Reviewed By:

Tom Carrino, City Manager



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 2, 2025

RE: Approval of Minutes

December 12, 2024 City Commission Meeting

Introduction:

This item is for consideration of the minutes of the Eustis City Commission.

Recommended Action:

Approval of the minutes as submitted.

Prepared By:

Mary C. Montez, Deputy City Clerk

Reviewed By:

Christine Halloran, City Clerk



MINUTES

City Commission Meeting

6:00 PM – Thursday, December 12, 2024 – City Hall

Invocation: Moment of Silence

Pledge of Allegiance: Commissioner Gary Ashcraft

Call to Order: 6:10 p.m.

Acknowledge of Quorum and Proper Notice

PRESENT: Commissioner Gary Ashcraft, Commissioner Christine Cruz, Commissioner Willie Hawkins, Vice Mayor Emily Lee and Mayor Michael Holland

1. Agenda Update: None

2. Approval of Minutes

November 7, 2024 City Commission Workshop - LDRs

November 21, 2024 City Commission Meeting

Motion made by Commissioner Hawkins, Seconded by Commissioner Cruz, to approve the Minutes. Motion passed on the following vote:

Voting Yea: Commissioner Ashcraft, Commissioner Cruz, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

3. Audience to be Heard

George Warren, owner of Bay Pharmacy, expressed concern regarding the bulb-outs being installed by the Florida Department of Transportation (FDOT) on Bay Street. He thanked the City for his parking spaces in the City parking lot and help with the FDOT project. He cited concerns with traffic backups due to the construction. He asked the City to support no bulb-outs at Bay Pharmacy.

Tom Carrino, City Manager, stated he has asked FDOT to clean-up the construction areas. He noted City staff attends their bi-weekly construction meetings.

Platt Loftis, WastePro of Florida, discussed the City's solid waste agreement and recycling versus incineration due to the environmental impact. He noted that his company had also approached ReWorld (Covanta) to see if they could take their material there if that is what the City wanted to do; however, they were told that no additional materials could be accepted there. He stated he did not feel that left them on a level playing field with Waste Management; however, he did not intend to disparage Waste Management as they are both fine companies.

4. Consent Agenda

Mr. Carrino noted there is an error in Resolution Number 24-107. He asked if it could be corrected on the fly or would it have to be brought back at a future date.

Sasha Garcia, City Attorney, stated it would have to be pulled from the Consent Agenda the Finance Director would have to explain the correction to the Commission prior to it being voted on.

- 4.1 City Commission Meeting Schedule 2025
- 4.2 Resolution Number 24-109: Approving a Purchase in Excess of \$50,000 for a Public Utilities Replacement Sewer Truck
- 4.3 Resolution Number 24-111: Authorizing a utility incentive credit of \$25.00 for utility customers who sign up for both e-billing and autopay services
- 4.4 Resolution Number 24-112: Amendment in the amount of \$3,921,714.05 to the FY24/25 Budget for Carry-over of FY23/24 encumbered by purchase order funds
- 4.5 Resolution Number 24-113: Approving Disbursement of American Rescue Plan Act Funds for the Conversion of Septic Systems to City Sewer for Johnson’s Point Project

Motion made by Vice Mayor Lee, Seconded by Commissioner Hawkins, to approve the Consent Agenda minus Resolution Number 24-107. Motion passed on the following vote:

Voting Yea: Commissioner Ashcraft, Commissioner Cruz, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

5. Ordinances, Public Hearings, & Quasi Judicial Hearings

- 5.1 Resolution Number 24-107: Amendment in the amount of \$7,726,900 to the FY24/25 Budget for carry-over of FY23/24 unencumbered budgeted funds

Attorney Garcia read Resolution Number 24-107 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, amending the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025, for the General, Sales Tax, Community Redevelopment, Building Services, Water/Sewer, Water/Sewer R&R, Stormwater, Park Impact Fees, Water Impact Fees and Economic Development Funds and by adjusting expenditures; repealing all resolutions or parts of resolutions in conflict herewith; and providing for an effective date.

Lori Carr, Finance Director, explained the resolution should say \$1,895,700 rather than the \$7 million figure.

Attorney Garcia opened the public hearing at 6:22 p.m. There being no public comment, the hearing was closed at 6:22 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Cruz, to approve Resolution Number 24-107. Motion passed on the following vote:

Voting Yea: Commissioner Ashcraft, Commissioner Cruz, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

- 5.2 Resolution Number 24-110: Sixth Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract

Attorney Garcia read Resolution Number 24-110 by title: A Resolution by the City Commission of the City of Eustis, Lake County, Florida, approving a sixth addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal contract; repealing all resolutions or parts of resolutions in conflict herewith; and providing for an effective date.

Mr. Carrino explained the City is in the process of doing a solicitation for waste hauling services; however, the contract with Waste Management expires in January. Therefore, staff has requested a short extension and WMI has agreed to a one month extension to get the City through the solicitation process.

Attorney Garcia opened the public hearing at 6:23 p.m. There being no public comment, the hearing was closed at 6:23 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Cruz, to approve Resolution Number 24-110. Motion passed on the following vote:

Voting Yea: Commissioner Ashcraft, Commissioner Cruz, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

5.3 SECOND READING

Ordinance Number 24-39: Amending Chapter 2, Article VI – Procurement Procedures

Attorney Garcia read Ordinance Number 24-39 by title on second and final reading: An Ordinance of the City Commission of the City of Eustis, Lake County, Florida; deleting and replacing, in its entirety, Chapter 2, Article VI, Division 2 Procurement Procedures of the Code of Ordinances for the City of Eustis; repealing any and all conflicting ordinances; providing for severability; codification; an effective date; and publication according to law.

Attorney Garcia opened the public hearing at 6:24 p.m. There being no public comment, the hearing was closed at 6:24 p.m.

Motion made by Commissioner Ashcraft, Seconded by Commissioner Hawkins, to adopt Ordinance Number 24-39 on final reading. Motion passed on the following vote:

Voting Yea: Commissioner Ashcraft, Commissioner Cruz, Commissioner Hawkins, Vice Mayor Lee, Mayor Holland

6. Other Business

6.1 Waste Collection Services Discussion

Mr. Carrino reviewed the waste collection services solicitation and indicated they received responses from three providers - Waste Management (the current provider), WastePro and Coastal. He explained that each company was required to submit a base bid which was based on the services currently being provided; however, they were also allowed to provide alternative services. He indicated that Waste Management submitted a base bid but they also submitted an alternative form of service which consists of taking waste and creating energy in conjunction with Reworld and Covanta. He stated staff wanted Waste Management and Reworld to present to the Commission to explain their alternate proposal prior to trying to negotiate a contract. If the Commission would like to move forward with that alternate, the selection committee has recommended the Waste Management alternate bid as the number one response. If the Commission is comfortable with the waste to energy concept, then staff would proceed with negotiations and presentation of a contract in January. He noted that staff had asked WMI to ask Reworld to confirm that they have the capacity to accept the City's waste. He provided a letter to the Commissioners from Reworld confirming that capacity.

Jose Boscan, Government Affairs Manager with Waste Management, thanked the Commission for allowing them to serve the City's residents for the past 38 years. He indicated that WMI was the lowest bidder in the solicitation process. He commented on the transition plan and stated that by state statute waste to energy is considered recycling. He cited other cities they

serve that have also transitioned to the waste to energy program. He stated they would closely with City staff to educate the public about the new process.

Patrick Walsh, Area Asset Manager for Reworld Lake, explained the history of the waste to energy process, provided a three-minute video that explained the process from start to finish and provided an overview of the company. He noted that air pollution control technology is a key piece of the process and makes it more environmentally friendly. He cited the amount of metal that is salvaged each year. He stated that landfills have been identified as super generators of methane and their incinerator emits no methane. He provided some statistics regarding the Lake County and nationwide facilities.

Commissioner Hawkins confirmed the Okahumpka facility was constructed in 1991 with Mr. Walsh indicating Okahumpka is not one of their customers and that the facility is now located in the City of Leesburg. He confirmed they have had no negative feedback from Okahumpka. He added that their emissions record is stellar.

Commissioner Cruz asked about how often DEP inspects with Mr. Walsh responding they do surprise inspections at least quarterly. He added they do stack testing every January but they also have minute by minute monitoring which is available online. He confirmed they do receive materials from other counties as well as Lake County.

Vice Mayor Lee asked how many employees they have with Mr. Walsh responding they currently have 42 which will increase to 48 in the next year.

Mayor Holland asked if other members of the Commission could tour the facility with Mr. Walsh responding positively.

Commissioner Cruz asked what the impact would be on the residents.

Doug McCoy, Senior Manager for the WMI Wildwood office, responded there is very little the residents would do differently. He indicated that they would be working with the City on an education program. He explained they will not have to separate their recyclables any longer but could put everything in both containers. He commented on the Villages agreement with Reworld and how it was endorsed by some of the environmental groups. He explained how materials are currently handled versus how they will be handled.

Commissioner Hawkins asked if yard waste would also go there with Mr. McCoy responding that only garbage and recycling would go to the incinerator all other waste such as bulk items would go to their Wildwood transfer station.

Commissioner Cruz asked if hurricane debris would go to the facility with Mr. McCoy commenting on their and the City's collection of storm debris. He indicated they will always pick up what they can unless it is a catastrophic event.

Commissioner Ashcraft asked why staff is recommending WMI over the other two companies with Mr. Carrino responding that their proposal was the lowest cost to the residential customers. He confirmed that it is more than what the City is currently paying which is \$19.02 per month per residential pickup. The alternative will be \$21.80 per month per residential pickup. He indicated that the selection was based on cost as well as reduction in environmental impact.

Mr. Carrino explained how the selection committee reviewed the proposals. He stated that the City would be well served by any of the companies that submitted.

Vice Mayor Lee asked if it is true that a lot of the items placed for recycling are instead put in with regular trash due to them not being cleaned out.

Mr. Boscan responded that any contaminated items are separated and taken to the landfill stated that would not be a problem with the new program.

CONSENSUS: It was a consensus of the Commission for staff to move forward with negotiating the waste collection agreement with Waste Management.

7. Future Agenda Items and Comments

7.1 City Commission

Commissioner Ashcraft asked about the Habitat for Humanity discussion with Mr. Carrino indicating they do not yet have an update on Habitat. Commissioner Ashcraft complimented staff on the Light Up Eustis event. He thanked the rest of the Commission and staff for all of their hard work throughout the year.

Commissioner Hawkins noted the Special Needs Christmas party was being held on Friday from 6-8 p.m. at the Women's Club. He also announced that the Eustis African American Heritage Committee would be holding their gala on Saturday from 7 p.m. to 11 p.m. He agreed with Commissioner Ashcraft's comments on how well the Commission works together and expressed appreciation for the Commissioners and staff.

Vice Mayor Lee asked to have a retreat scheduled with presentations by each department on their goals. She expressed dismay about the vandalism that occurred to the Christmas trees put up outside the Clifford House. She noted that the Sugar Plum Fairies won. She expressed thanks to the rest of the Commission, staff and City Attorney. She reported on America in Bloom and indicated they would recommit in January. She thanked staff, the City Manager and Assistant City Manager for their assistance with the program. She stated they will be purchasing new planters for downtown and thanked everyone for their support.

Commissioner Cruz noted that the meeting would be the conclusion of her time on the Commission. She expressed her gratitude for being able to serve on the Commission. She welcomed Commissioner-elect George Asbate. She thanked the rest of the Commission and staff for their work for the City and complimented everyone on their professionalism and behind-the-scenes hard work. She thanked the residents for their input and support.

Mayor Holland presented Commissioner Cruz with a plaque in recognition of her service on the Commission.

7.2 City Manager

Mr. Carrino commented on the discussion regarding smoking in public areas and reported that Parks and Recreation and Public Works are working to get signs installed for no smoking in the playgrounds. He noted the Kimley-Horn presentation and stated staff is working on the update. He added they are working to schedule meetings with major property owners and Commissioners. He stated that the Master Plan adoption will be brought to the Commission and the CRA Board. He thanked the Commission and staff for their support.

Vice Mayor Lee asked if there would be a CRA workshop with Mr. Carrino indicating they have to coordinate with the Eustis Housing Authority on a date to discuss priorities in the CRA district.

7.3 City Attorney

Attorney Garcia wished everyone a happy holiday.

7.4 Mayor

Mayor Holland thanked the Commission for their work for the City and staff for their support of the Commission. He thanked Parks and Recreation for their work and the Events and Tourism departments for the Light Up and First Friday events. He wished everyone Merry Christmas and happy holidays.

8. Adjournment: 7:30 P.M.

**These minutes reflect the actions taken and portions of the discussion during the meeting. To review the entire discussion concerning any agenda item, go to www.eustis.org and click on the video for the meeting in question. A DVD of the entire meeting or CD of the entire audio recording of the meeting can be obtained from the office of the City Clerk for a fee.*

CHRISTINE HALLORAN
City Clerk

MICHAEL L. HOLLAND
Mayor/Commissioner



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 2, 2025

RE: RESOLUTION NUMBER 25-03: PURCHASE OF SECURITY CAMERAS IN EXCESS OF \$100,000

Introduction:

The purpose of Resolution Number 25-03 is to approve the purchase of the first phase of the City’s security camera system in the amount of \$264,110.91.

Recommended Action:

Staff recommends approval of Resolution Number 25-03.

Background:

At Commission direction, staff has researched security camera options in order to better protect the City’s assets and residents.

The specific locations are Ferran Park, Sunset Park, Eustis PD parking lot, Eustis PD Evidence Barn, Community Center - Access Control, Carver Park Rec. Center, Water Plant, Community Center, Women’s Club and the Clifford House.

This amendment approves the purchase in excess of \$100,000 for the first phase of a Citywide security camera system.

Budget and Staff Impact:

The impact to the budget is shown below:

Camera Locations/Cost		Funding Sources	
50,676.30	Ferran Park	200,883.76	General Fund
43,307.50	Sunset Park	35,000.00	Sales Tax
51,067.85	PD	28,227.15	W/S Utility
6,498.60	Evidence Barn		
14,195.40	Community Center - Access Control		
24,119.25	Rec Center		
28,227.15	Water Plant		
16,877.90	Community Center		
13,757.10	Women's Club		
15,383.86	Clifford House		
264,110.91	Total	264,110.91	

Prepared by:
Lori Carr, Finance Director

Reviewed by:
Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-03

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$100,000 FOR SECURITY CAMERAS THROUGHOUT THE CITY.

WHEREAS, the City of Eustis adopted the final FY 2024/25 budget on September 19, 2024; and

WHEREAS the City Commission must approve any purchase exceeding \$100,000; and

WHEREAS staff has determined that building security in the form of camera surveillance is in the best interest of the City; and

WHEREAS the security camera system will be installed in phases; and

WHEREAS the cost of the first phase is \$264,110.91; and

WHEREAS the FY 2024/25 budget includes ample funding to cover this cost.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, that:

1. The City Commission approves the initial purchase and installation of security cameras throughout the City in the amount of \$264,110.91.

DONE AND RESOLVED, this 2nd day of January, 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 2nd day of January 2025, by _____, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-03 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

City of Eustis

Cloud Based Tower Site Security

Proposal

December 4, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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

December 4, 2024

Chief Craig Capri
City of Eustis
51 E Norton Ave
Eustis, FL 32726

Subject: Cloud Based Security Solutions

Dear Chief Capri,

Motorola Solutions, Inc. (“Motorola”) appreciates the opportunity to provide City of Eustis this proposal for adding Tower Site Security to your existing radio system.

This proposal is for the installation of Avigilon CCTV and network infrastructure at various sites and locations throughout the City of Eustis.

Ferran Park	Recreation Center
Sunset Park	Water Plant
Eustis Police Department	Community Center- Cameras
Evidence Barn	Women’s Club
Community Center- Access Control	

The products and services set out under this proposal shall be governed by the terms and conditions of the H-GAC Contract #RA-0521 (HGAC Contract) and the prescribed Motorola Solutions Master Agreement (MCA) pursuant to Article 2 of the HGAC Contract. The City of Eustis can purchase this proposal by delivering to Motorola Solutions a purchase order denoting this proposal and signing any accompanying contractual documentation. This proposal is valid through December 20th, 2024.

Motorola would be pleased to address any questions that City of Eustis may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Walter Garcia at 305.968.0605.

Motorola appreciates your interest in the products and services that our company provides. We look forward to assisting City of Eustis towards expanded Tower Site Security by implementing this project.

Sincerely,

Motorola Solutions Inc.



Rob Richardson
Area Sales Manager

Table of Contents



Table of Contents

Section 1

- System Description 1-1**
- 1.1 Alta Aware Cloud VMS 1-1**
- 1.1.1 Aware Video Analytics..... 1-2
- 1.2 Site Security Equipment 1-3-2**
- 1.2.1 Avigilon Alta H6SL Bullet..... 1-3
- 1.2.2 Ferran Park Scope.....1-2
- 1.2.3 Sunset Park Scope.....1-2
- 1.2.4 Eustis Police Department Scope.....1.2
- 1.2.5 Evidence Barn Scope.....1.2
- 1.2.6 Community Center Scope.....1.2
- 1.2.7 Recreation Center 2 Scope.....1.2
- 1.2.8 Water Plant Scope1.2
- 1.2.8.1 Community Center 2 Scope.....1.2
- 1.2.8.2 Women's Club.....1.2
- 1.3 Professional Services 1-3**
- 1.3.1 Details of Service..... 1-93

Section 2

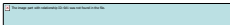
- Statement of Work 2-9**
- 2.1 Overview 2-9**
- 2.2 Motorola Responsibilities 2-9**
- 2.3 City of Eustis Responsibilities..... 2-10**
- 2.4 Assumptions..... 2-10**
- 2.5 Change Order Process..... 2-11**

Section 3

- Pricing Summary 3-1**
- Equipment and Installation Pricing..... 3-1**

Section 4

- Contractual Documentation..... 4-1**



Section 1

System Description

In response to the City of Eustis request, Motorola has proposed an Avigilon Alta Video Management System (VMS) and Avigilon Alta cameras for the City at multiple locations. The proposed Alta platform is cloud based, with local storage on each camera for redundancy.

The Alta Aware rules engine enables users to selectively apply analytics-based events as alarms and rule triggers. These rules offer immediate notifications for suspicious activities to help City of Eustis users monitor and respond more efficiently. These real-time events and forensic capabilities detect and notify scene changes, missing objects, and rules violations to detect unusual motion or events at your P25 tower sites.

1.1 Alta Aware Cloud VMS

Our Alta video security solution leverages AI technology to give users control over their video security and focus their attention on what matters most, all natively in the cloud. With Alta video security systems, you move to a proactive model, where AI-powered video analytics tell you what is happening right now, with alerts and alarms to bring these events to your attention. Avigilon Alta systems are designed and built around analytics — video analytics are always available from all your Alta cameras and connected third-party cameras, and audio analytics are available (when configured) from all your Alta cameras.

Alta permits simultaneous recording and viewing from cloud connected cameras as well as password-protected internet access through Motorola's Alta Aware platform using all popular browsers. In addition, a password-protected mobile phone app for Apple iOS and Android is available at no cost.

Alta Aware uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel. Aware combines an intuitive interface with advanced artificial intelligence (AI) search technology to make real-time decisions.

The Aware platform includes the following high level features:

- **Video view** – create your preferred views, by customizing the layout and cameras to display. Alternatively, you can select previously configured views.
- **Spotlight** – pin several cameras to the same Video view pane, and Aware automatically rotates the views.
- **Map view** – upload your floor plans and create detailed maps of the areas protected by your cameras and devices.
- **Smart Presence** – view your site maps and see where objects (people, vehicles) are as they move around your protected areas.
- **Rules** – create rules to generate alerts based on specified cameras (or camera groups), audio or visual events, and other selection criteria.

1.1.1 Aware Video Analytics

Alta video security systems will provide City of Eustis a proactive model, where AI-powered video analytics tell you what is happening right now, with alerts and alarms to bring these events to your attention. Avigilon Alta systems are designed and built around analytics — video analytics are always available from all your Alta cameras and connected third-party cameras, and audio analytics are available (when configured) from all your Alta cameras.

Designed to solve real-world challenges and change the way users interact with their surveillance systems, our solutions help users detect, verify and act on critical events. Our most advanced analytics technology uses neural networks to power self-learning video analytics and enable tracking and classification of over 50 objects including people and vehicles (car, truck, bus, motorcycle, bicycle), delivering improved accuracy in both perimeter protection and crowded environments.

Aware uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel, combining an intuitive interface with advanced artificial intelligence (AI) search technology to make real-time decisions.

The Unity platform includes the following:

- **Advanced Pattern-Based Analytics** – Avigilon advanced video pattern detection technology accurately recognizes the movements of people and vehicles while ignoring motion not relevant to a scene. The system's self-learning ability reduces false positives and helps make alerts more meaningful.
- **Teach-by-Example Technology** – Avigilon teach-by-example object classifier technology allows users to provide feedback about the accuracy of alarm events generated by Avigilon devices. Rather than decreasing analytics sensitivity to reduce false alarms, the feedback trains devices to improve the accuracy of the analytics used to determine which alarms are real and which are false. This impacts a low false-positive alarm rate. Over time, the system learns the scene and is able to prioritize important events based on user feedback.
- **Avigilon Video Analytics Alerts Integration** – Avigilon Aware allows video analytics to send alerts to users. These analytics include object detection, motion detection, path crossed, and directional pattern changes.

The following is a complete list of Avigilon self-learning video analytics features for object detection and classification for live or forensic events. The accompanying images are for illustration purposes only.

1.2 Site Security Equipment

The following depicts the equipment included with Site Security proposal for City of Eustis.

1.2.1 Avigilon Alta H6SL Bullet

Proactively boost safety and security with the analytics-enabled Avigilon H6SL camera line for Alta Aware. Available in a dome or bullet form factor, the cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR included and 5 MP resolution, you get crisp, clear images in even the most challenging lighting conditions. Intelligent analytics with real-time alerts help you react and respond faster to critical events and the cloud-native Alta Aware provides access to video at any time and from any location.

- **AdaptAI Video Analytics** - Be a step ahead of incidents with the camera's ability to flag unusual crowds or a person crawling along your perimeters. Classify more objects such as a van, pick-up truck or large truck with analytics event support.
- **Outdoor Ready Design** - Safeguard the outdoors with the bullet's exceptionally tough exterior that is rated IK10/11, IP66/67/68 and NEMA Type 4X2 to withstand impact, water, corrosion and more.
- **Low-Light Clarity** - Never miss a moment in low-light or completely dark conditions with IR illumination built into the bullet camera. Achieve 24/7 visibility of your site at all times.

1.2.2 Avigilon Alta Multisensor

The cloud-native Avigilon Alta Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and three or four adjustable sensors into one powerful 4K solution. Monitor virtually any area in all lighting conditions with up to 360-degree views from a single camera. This makes the Alta Multisensor perfect for securing wide areas, including outdoor building corners, parking lots, crossroads, as well as indoor areas with high ceilings, long corridors and hallway intersections. The optional IR lighting ring is included for clear nighttime visibility.

- **Varifocal Lenses** - Enables you to customize the field of view to optimally protect your site, while lens distortion correction provides a seamless viewing experience
- **Impact, Water, Dust & Corrosion Protection** - Protects against impact, water, windblown dust and a degree of corrosion with IK10, IP66/67, NEMA Type 4X and TS2 ratings.
- **FIPS 140-2 Compliant with Integrated TPM** - Meets the high data security standards required by federal government agencies and heavily regulated enterprises with FIPS-compliant cryptography support, integrated TPM and Secure Boot.

1.2.3 Ferran Park Scope

Motorola will install nine (9) cameras at Ferran Park to enhance surveillance coverage. Six (6) cameras will be positioned to cover the main park area, including the parking lot. These cameras will be mounted on the main poles located on the east side of the park. Each pole will host a multisensor camera along with a bullet camera. The multisensor cameras are equipped with three (3) independent cameras, allowing comprehensive coverage of the entire park from various angles. The bullet cameras will be focused on the adjacent parking lot.

Additionally, three (3) H6SL Bullet cameras will be deployed to monitor the Aquatic Center. These cameras will focus on key areas such as the splash pad, pool, and entrances to public restrooms. Positioned on the

System Description

exterior of the Aquatic Center, each camera will provide surveillance coverage of its designated focal point, enhancing security throughout the facility. Each camera will receive a new CAT6 network wire to provide power and connectivity. Conduit will be installed as necessary to provide protection and a finished look for each,

Avigilon Camera Hardware

- Three (3) - Avigilon 3-Head Multisensor, 30-Day Retention
- Six (6) - Avigilon H6SL Outdoor IR Bullet Camera, 30-Day Retention

Network Hardware

- Four (4) - Unifi Cell Gateway
- Four (4) - EtherWan EasyPoE Lite 4-Port Switch Enclosure

To facilitate internet connectivity at Ferran Park, Motorola will install four (4) Unifi Cell routers at the Aquatic Center and Pole locations. Power for the router will be drawn from the building and each pole location for the cell gateway. Additionally, an EtherWan EasyPoE enclosure will be mounted near the Unifi cell gateway enclosure to provide Power over Ethernet (PoE) to the cameras installed at the Aquatic Center. The client will need to provide a SIM card for each Unifi cell gateway.

Each of the three (3) poles within the park will be equipped with a Unifi Cell Gateway and an EasyPoE enclosure. This setup will facilitate both connectivity and power distribution for the cameras installed on each pole. Power for the EasyPoE enclosures will be sourced from each pole, and an electrician will be engaged to ensure proper power provision at each pole location. Each camera will receive a new CAT6 network wire to provide power and connectivity. Additionally, each cell gateway will also get a new CAT6 network wire. Conduit will be ran as necessary to protect each wire.

1.2.4 Sunset Park Scope

Motorola will deploy six (6) Avigilon cameras positioned throughout Sunset Park to ensure comprehensive surveillance coverage. The bathroom house will be equipped with a bullet camera on its east side, aimed at the tennis court, while a dome camera will cover the entrance to the public restroom.

To surveil the skate pool and playground area effectively, two (2) bullet cameras will be mounted on the west side of the racquetball courts, each focused on the respective area.

A pole will be installed near the pump house to accommodate a multisensor camera, providing comprehensive coverage of the skate park and covered table area. This multisensor camera, equipped with three (3) independent cameras, will ensure full visibility of the skate park.

Additionally, the basketball court will be monitored by a single bullet camera mounted on the existing light pole, ensuring surveillance of this area. These camera placements will offer great coverage, enhancing security within Sunset Park.

Avigilon Hardware

- Two (2) - Avigilon H6SL Outdoor IR Bullet Camera, 30-Day Retention
- Two (2) - Avigilon H6SL Outdoor IR Bullet Camera (10.9-29 mm lens), 30-Day Retention
- One (1) - Avigilon 3-Head Multisensor, 30-Day Retention
- One (1) - Avigilon H6SL Outdoor IR Dome Camera, 30-Day Retention

Network Hardware

- Four (4) - EtherWan EasyPoE Lite PoE Enclosure
- One (1) - EtherWan Managed 8-Port PoE Switch

- One (1) - EtherWan EasyLink Wireless Bridge Kit
- Two (2) - Unifi Cell Gateway

Sunset Park's surveillance system will be supported by new network infrastructure, leveraging wireless bridge kits and PoE switch enclosures. Internet connectivity will be sourced from the Eustis Service Center, with an EtherWan wireless bridge kit sending unit deployed on the center's west side. Inside the center, an 8-port switch will be installed to provide PoE to the wireless bridge, initiating network connectivity for the park's surveillance system.

At the public restroom house, a wireless bridge receiving unit and PoE switch enclosure will be installed to facilitate connectivity for the cameras mounted on this building. New CAT6 network lines will be run to the cameras and equipment, with power drawn from this building and routed to the racquetball court. The path of the power cable will be cut through the sidewalk and conduit ran up the racquetball over to the west side.

On the west side of the racquetball court, the cameras will be deployed alongside an EtherWan EasyLink PoE enclosure, powered from the cable originating from the bathroom house.

Near the pump house in the skate park area, a new pole will be erected to support camera and cell gateway installations. This pole power is drawn from the pump house.

Lastly, at the basketball court area, the existing light pole will be equipped with a PoE enclosure and Unifi Cell Gateway, drawing power from the pole's existing infrastructure. These installations will ensure network connectivity throughout Sunset Park, providing effective surveillance coverage.

1.2.5 Eustis Police Department

Motorola will implement a surveillance solution at the Eustis Police Department, comprising eighteen (18) Avigilon cameras positioned both externally and internally. For external coverage, eight (8) Avigilon bullet cameras will be deployed, with most serving as replacements and retaining their existing positions. Two (2) new camera locations will be added at the front entrance to cover the walk-up and main entrance areas. Each exterior camera will be equipped with a new CAT6 network wire to ensure PoE and connectivity. Additionally, one bullet camera will be installed in the Sally Port area, also supported by a new CAT6 network wire.

Internally, nine (9) cameras will provide surveillance coverage. Two (2) compact dome cameras will monitor the front lobby, with one focused on the main entrance and the other on the reception desk and precinct entrance. The evidence room and lock-up area will be outfitted with two (2) compact dome cameras for close-range coverage. The Tech Services area will receive the remaining compact dome camera.

Furthermore, four (4) dome cameras will be strategically placed to cover the main hallways, ensuring comprehensive monitoring of all movement within these areas. Similar to the external cameras, each interior camera will be connected with a new CAT6 network wire to facilitate PoE and connectivity, ensuring integration into the surveillance network.

Avigilon Hardware

- Nine (9) - Avigilon 5MP H6SL Outdoor IR Bullet Camera
- Four (4) - Avigilon 5MP H6SL Indoor Dome Camera
- Five (5) - Avigilon Compact Dome 5MP

Network Hardware

- One (1) - EtherWan Commercial Managed Ethernet PoE Switch with 24-Port
- One (1) - 1U UPS 500VA

To ensure operation and connectivity for all new cameras, Motorola will integrate a new EtherWan switch into the existing MDF rack. This switch will serve as the central hub for distributing power and data to the surveillance network. To safeguard against electrical issues and ensure uninterrupted operation, a 1U UPS will be installed to provide backup power to the switch.

As part of the installation process, all new CAT6 network wires will be terminated at the switch and organized using a new patch panel. Additionally, Motorola will supply and install patch cables to establish connections between the switch and the cameras.

1.2.5 Evidence Barn

Motorola will enhance surveillance capabilities within the evidence barn at the Public Works location by deploying two (2) fisheye cameras. These cameras will replace four existing cameras, offering comprehensive coverage of the four evidence bays. Each Fisheye camera will monitor two bays, providing panoramic views for security and monitoring.

To ensure operation and connectivity, Motorola will install a hardened network switch capable of withstanding harsh outdoor conditions. This switch will serve as the central point for distributing power and data to the deployed cameras. Leveraging an existing wireless bridge kit for connectivity, and will establish reliable communication between the switch and the cameras. Additionally, each fisheye camera will be equipped with a new CAT6 network wire to facilitate efficient PoE and connectivity.

Project Hardware

- Two (2) - Avigilon 360 12MP Fisheye Camera, 30-Day Retention
- One (1) - EtherWan 5-Port Hardened PoE Switch

1.2.6 Community Center- Access Control

Motorola will implement access control for two (2) doors at the Community Center: the main entrance and a smaller door on the south sub-building. The main entrance consists of double doors, while the south door is a single door.

For the main entrance, a double-leaf mag-lock will be installed to ensure the security of the storefront double doors. This entrance will also be equipped with a Multi-Format reader and keypad to provide secure, keyless admittance to the building. Motorola will install a motion detector Request to Exit (REX) at the main entrance, along with a wave REX button to facilitate exiting through the main entrance.

The south entrance door will receive a new dead latch and strike for its door-locking hardware, along with a multi-format reader and keypad. The door controller will be mounted inside the MDF/AV room, next to the network equipment. This setup will integrate with the Openpath platform, providing various credential options from mobile to pin code. Access permissions can be managed remotely, allowing for flexible and secure access control.

Alta Access Hardware

- One (1) - Core Series Smart Hub 4-Door
- Two (2) - Mullion Smart Keypad Reader

1.2.7 Recreation Center 2

Motorola will deploy a total of eight (8) Avigilon Alta cameras at the Rec Center, comprising four (4) indoor dome cameras and four (4) outdoor bullet cameras. Each camera will be connected with a new CAT6 network wire to ensure PoE and network connectivity.

For interior coverage, a dome camera will be installed in the main reception area to monitor the southwest entrance. Another dome camera will be mounted in the adjacent hallway to cover the west entrance. To provide comprehensive surveillance of the large open rec room, a dome camera will be positioned in the southwest corner. The multipurpose room and north entrance will be secured by the fourth dome camera.

The exterior of the building will be monitored by four (4) bullet cameras. Two of these bullet cameras will cover the south side of the building, overseeing the covered pavilion, basketball courts, and public restroom entrances. The remaining two bullet cameras will provide surveillance for the west parking lot and entrances.

All CAT6 network wires will be routed to each camera location and terminated in the MDF located in the north office's closet. The existing PoE+ switch provided by the City of Eustis will be utilized for connectivity and power supply.

Football Field

Motorola will deploy a single multi-sensor at the field across the street. The camera will be mounted on the southeast corner of the bathroom building. Connectivity for the camera will be provided by a cellular gateway that will be mounted on the rear of the building. There is existing power near the mounting location of the gateway. A new CAT6 will be ran to the camera location.

Avigilon Alta Hardware

- Four (4) - H6SL Indoor IR Dome Camera, 30-Day Retention
- Three (3) - H6SL Outdoor IR Bullet Camera, 30-Day Retention
- One (1) - 5MP 4 head H5A Multi-sensor Camera

1.2.8 Water Plant

Motorola will deploy four (4) Avigilon H6SL Bullet cameras at the main building of the water plant. These cameras will be strategically placed to ensure comprehensive coverage of vital areas. One camera will be mounted on the southeast corner, providing effective coverage of the south water tank ladder and its surrounding area. Additionally, a camera on the northeast corner will focus on the diesel tank and the north water tank ladder area. Another camera, positioned to cover the overhead door and adjacent tank, will be mounted on the northeast corner. Finally, a camera on the northwest corner will offer coverage of the west pump and the main entrance to the building.

For the efficient operation of the newly deployed cameras, Motorola will establish the necessary PoE and connectivity infrastructure inside the main building. This includes the installation of a 6U wall-mount rack enclosure to house the new equipment. Within this enclosure, an EtherWan 16-port PoE switch will be installed, safeguarded by a UPS for uninterrupted power supply. Additionally, to facilitate connectivity for the east pump, an EtherWan wireless bridge kit will be positioned on the southeast corner and terminated inside the enclosure.

Main Building Avigilon Hardware

- Four (4) - Avigilon H6SL 5MP Bullet Camera, 30-Day Retention

System Description

East Pump Avigilon Hardware

- One (1) - Avigilon H6SL 5MP Bullet Camera, 30-Day Retention

Network Hardware

- One (1) - EtherWan Commercial Web-Managed Ethernet PoE Switch, 16-Port
- One (1) - EtherWan Wireless Bridge Kit Base Unit
- One (1) - Tripp-Lite 1U UPS 500VA
- One (1) - 6U Wall Mount Rack Enclosure

Motorola will collaborate with an electrician to tap power from the light pole power transformer. This power source will be utilized for the new EasyPoE enclosure, mounted on the pole to house the necessary equipment. The connectivity for the new PoE switch will be established through the installation and alignment of the receiving unit of the wireless bridge kit. The H6SL bullet camera will then be terminated in the new switch, effectively providing surveillance coverage of the east pump.

North Pump Avigilon Hardware

- One (1) - Avigilon H6SL 5MP Bullet Camera, 30-Day Retention

Network Hardware

- One (1) - Unifi Industrial Cell Gateway

To achieve coverage of the North Pump, Motorola will use the services of an electrician to facilitate the provision of power from the pole. This power will be directed to both the Unifi router and the H6SL Bullet camera, with all components securely housed inside a protective enclosure. The cellular router will be deployed to ensure connectivity for the H6SL Bullet camera, leveraging cellular service, which will be provided by the client.

1.2.8.1 Community Center- Cameras

Motorola will deploy three (3) Avigilon Alta multisensor cameras at the Eustis Community Center. The cameras will be positioned at the Northwest, Southwest, and Southeast corners of the main Community Center building. Each camera location will receive a new CAT6 network wire to ensure proper PoE and connectivity.

Avigilon Alta Hardware

- Three (3) - 5MP 3 head H5A Multisensor Camera; Alta 30 Day

1.2.8.2 Women's Center

Motorola will deploy three (3) Avigilon Alta cameras at the Eustis Women's Club. Each camera will be connected via a new CAT6 network wire to ensure proper PoE and connectivity. The installation will include one (1) bullet camera on the Northwest corner, providing coverage of the north side of the site, and two (2) multisensor cameras on the south side of the building, covering the parking lot and reception areas.

Avigilon Alta Hardware

- Two (2) - 5MP 3 head H5A Multisensor Camera; Alta 30 Day
- One (1) - 5MP Outdoor Bullet Camera; Alta 30 Day

1.3 Professional Services

As a part of Motorola's proposal to City of Eustis, a professional services package is included. Motorola Solutions will perform onsite or remote configuration and optimization of the Motorola Solutions Video Management System (VMS) and/or connected Motorola Solutions cameras agreed upon during the quoting process. System configuration options are customizable by the customer and may include the naming of cameras, creating user rights and privileges, setting up alarm configurations, configuring analytics profiles for specific cameras, configuring maps, configuring recording schedules, installation of Motorola Solutions software, activation and commissioning of Motorola Solutions product licenses (licenses must be purchased separately), and optimizing system performance.

1.3.1 Details of Service

The following service examples can be performed in the service timeframe allotted.

- Verification of proper Motorola Solutions Video Management System (VMS) installation.
- Configuration of Motorola Solutions VMS for optimal system performance.
- Validation of proper functionality of applicable Motorola Solutions products.
- Review system performance for possible optimization.
- System User-Specific Configuration. Optional services, additional days may be required.
- Naming of cameras
- Creating Users
- Assigning rights and privileges
- Setting up alarm configurations
- Configuring analytics profiles for specific cameras
- Configuring maps.
- Configuring recording schedules
- Installation of Motorola Solutions software (initial or upgrade)
- Activation and commissioning of Motorola Solutions product licenses (licenses must be purchased separately or be included in this proposal)

Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to City of Eustis. The tasks described herein will be performed by Motorola Solutions, Inc. ("Motorola"), its subcontractors, and to implement Motorola's Avigilon Intelligent Video Surveillance Solution. This document describes the actual work involved in the implementation of the solution and clarifies the responsibilities for both Motorola and City of Eustis during the project implementation.

2.2 Motorola Responsibilities

Motorola's general responsibilities include the following:

Statement of Work

- Schedule the implementation activities in agreement with the City of Eustis dedicated project team.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Perform installation of camera infrastructure listed in the BOM, above.
- Perform any boring, coring, structural penetration(s) or alteration(s) necessary to complete the installation of all equipment.
- Motorola will have no responsibility for the performance and/or delays caused by subcontractors outside the scope of this proposal.
- Motorola will supply a technician with the appropriate equipment to scale the tower.

2.3 City of Eustis Responsibilities

City of Eustis will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project not provided by Motorola.

General City of Eustis responsibilities include the following:

- Provide all buildings and equipment shelters required for system installation.
- Ensure sites meet space, grounding, power, and connectivity requirements for the installation of all equipment. Ensure all spaces provided meet HVAC and environmental conditioning requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation (if required).
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- City of Eustis shall provide wide area connectivity. This connectivity shall comply with Motorola's approved performance specifications for non-Motorola supplied connectivity services.
- Coordinate the activities of all personnel, vendors or other contractors.
- Provide all network connections for Avigilon System to be remotely viewed.
- Provide all network support for Avigilon Software to send Email/Text notifications on all Analytics Alarms.
- Provide wall location for Avigilon Equipment to be installed inside of then communications building.
- Provide 120VAC constant power at each headend location.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by SCC for this project.
- City of Eustis to provide backup power as necessary.

2.4 Assumptions

Motorola has based the system design on information provided by City of Eustis and an analysis of their system requirements. Key assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Eustis, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- This proposal does not include the demolition of the old system in its entirety. The only device removal this quote covers are the devices that impede our team's ability to install our new systems
- The client is responsible for providing SIM cards and data plan for the internet at the Ferran Park site
- Motorola assumes proper power can be drawn from each location as needed
- Customers are required to provide sufficient internet connection at the site to properly operate all equipment being added
- Motorola assumes that there is an active sufficient Ethernet line and suitable power at the MDF for the proper operation of the new equipment
- Motorola assumes all work areas are serviceable with a 12ft ladder and there is sufficient working space above the ceiling
- Motorola assumes that all work areas are cleared and ready for work on the days of installation
- Motorola assumes all site conditions are as they were on the day of the initial site walk. If any conditions have

2.5 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Timeline, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties complete a written change order.

Section 3

Pricing/Equipment Summary

Motorola Solutions is pleased to present the following pricing to City of Eustis:

Equipment and Installation Pricing

Ferran Park Description	Price (\$)
Equipment	\$29,907.00
Installation, Integration and Full Project Management	\$23,760.00
Sub Total	\$53,667.00
Discount (H-GAC Contract)	(\$2,990.70)
Grand Total	\$50,676.30

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$2,359.00	3	\$7,077.00	10%	\$6,369.30
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens; Alta 30 Day	\$1,399.00	6	\$8,394.00	10%	\$7,554.60
Outdoor pendant mount adapter	\$199.00	3	\$597.00	10%	\$537.30
Wall Mount for large pendant camera	\$121.00	3	\$363.00	10%	\$326.70
IR Illuminator Ring for H4 Multisensor	\$389.00	3	\$1,167.00	10%	\$1,050.30
Gigabit 802.3bt 60 W PoE Injector	\$177.00	3	\$531.00	10%	\$477.90
Dome bubble and cover; for outdoor surface mount or pendant	\$199.00	3	\$597.00	10%	\$537.30
Ava Aware License 3 years	\$499.00	9	\$4,491.00	10%	\$4,041.90
Unifi - Mobile Router Industrial	\$256.00	4	\$1,024.00	10%	\$921.60
EasyPoE Lite 4P: 4 Gigabit PoE Ports & 2 Gigabit RJ45 Ports (w/ Surge	\$986.00	4	\$3,944.00	10%	\$3,549.60
14x11x5 PC + ABS Weatherproof Utility Box NEMA Enclosure	\$135.00	1	\$135.00	10%	\$121.50
Cat6 Cable Drop Camera	\$56.00	10	\$560.00	10%	\$504.00
Cat6 Cable Drop PTP	\$32.00	4	\$128.00	10%	\$115.20
18-02 UNS STR DB TC Quad	\$330.00	0.3	\$99.00	10%	\$89.10
VS-AV Misc Conduit/Panduit	\$800.00	1	\$800.00	10%	\$720.00
Equipment Total:			\$29,907.00		\$26,916.30

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	22.20	\$3,330.00
Technician	\$175.00	92.30	\$16,152.50
PM	\$200.00	10.70	\$2,140.00
ENG	\$225.00	9.50	\$2,137.50
Total			\$23,760.00

Sunset Park Description	Price (\$)
Equipment	\$22,280.00
Installation, Integration and Full Project Management	\$23,255.50
Sub Total	\$45,535.50
Discount (H-GAC Contract)	(\$2,228.00)
Grand Total	\$43,307.50

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$ 2,359.00	1	\$ 2,359.00	10%	\$ 2,123.10
5MP H6SL Outdoor IR Bullet Camera with 10.9-29 mm lens; Alta 30 Day	\$ 1,459.00	2	\$ 2,918.00	10%	\$ 2,626.20
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 1,399.00	2	\$ 2,798.00	10%	\$ 2,518.20
5MP H6SL Outdoor IR Dome Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 1,189.00	1	\$ 1,189.00	10%	\$ 1,070.10
Outdoor pendant mount adapter	\$ 199.00	2	\$ 398.00	10%	\$ 358.20
Wall Mount for large pendant camera	\$ 121.00	1	\$ 121.00	10%	\$ 108.90
IR Illuminator Ring for H4 Multisensor	\$ 389.00	1	\$ 389.00	10%	\$ 350.10
Ava Aware License 3 years	\$ 499.00	6	\$ 2,994.00	10%	\$ 2,694.60
Unifi - Mobile Router Industrial	\$ 256.00	2	\$ 512.00	10%	\$ 460.80
EasyPoE Lite 4P: 4 Gigabit PoE Ports & 2 Gigabit RJ45 Ports (w/ Surge Protector)	\$ 986.00	4	\$ 3,944.00	10%	\$ 3,549.60
Commercial Smart Managed Ethernet PoE Switch with 8 10/100/1000 PoE+ 802.3at	\$ 370.00	1	\$ 370.00	10%	\$ 333.00
Hardened Wireless Bridge Kit - 1 Wireless Bridge Base unit and 2 paired Wireless	\$ 1,595.00	1	\$ 1,595.00	10%	\$ 1,435.50
Cat6 Cable Drop DB	\$ 38.00	13	\$ 494.00	10%	\$ 444.60
18-02 UNS STR DB TC Quad	\$ 330.00	0.3	\$ 99.00	10%	\$ 89.10
VS-AV Misc Conduit/Panduit	\$ 600.00	3.5	\$ 2,100.00	10%	\$ 1,890.00
Equipment Total:			\$22,280.00		\$20,052.00

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	49.60	\$7,440.00
Technician	\$175.00	71.75	\$12,556.25
PM	\$200.00	8.14	\$1,628.00
ENG	\$225.00	7.25	\$1,631.25
Total			\$23,255.50

Eustis Police Department Description	Price (\$)
Equipment	\$31,586.50
Installation, Integration and Full Project Management	\$22,640.00
Sub Total	\$54,226.50
Discount (H-GAC Contract)	(\$3,158.65)

Grand Total	\$51,067.85
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Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 1,399.00	9	\$ 12,591.00	10%	\$ 11,331.90
5MP H6SL Indoor Dome Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 939.00	4	\$ 3,756.00	10%	\$ 3,380.40
Ava Compact Dome White - 5MP - 30 days	\$ 529.00	5	\$ 2,645.00	10%	\$ 2,380.50
Ava Aware License 3 years	\$ 499.00	18	\$ 8,982.00	10%	\$ 8,083.80
Commercial Managed Ethernet PoE Switch with 24 Gigabit PoE+ 802.3at 30W + 4	\$ 980.00	1	\$ 980.00	10%	\$ 882.00
1U UPS 500VA	\$ 360.00	1	\$ 360.00	10%	\$ 324.00
24 Port Unloaded Patch Panel	\$ 27.00	1	\$ 27.00	10%	\$ 24.30
1FT CAT 6 PATCH CABLE GREY-6PK	\$ 10.50	3	\$ 31.50	10%	\$ 28.35
Cat6 Cable Drop Plenum	\$ 123.00	18	\$ 2,214.00	10%	\$ 1,992.60
Equipment Total:			\$31,586.50		\$28,427.85

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	103.60	\$18,130.00
PM	\$200.00	11.30	\$2,260.00
ENG	\$225.00	10.000	\$2,250.000
Total			\$22,640.00

Evidence Barn Description	Price (\$)
Equipment	\$4,279.00
Installation, Integration and Full Project Management	\$2,647.50
Sub Total	\$6,926.50
Discount (H-GAC Contract)	(\$427.90)
Grand Total	\$6,498.60

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
Ava 360 White - 12MP - 30 days	\$1,399.00	2	\$ 2,798.00	10%	\$ 2,518.20
Cat6 Cable Drop Riser	\$ 39.00	2	\$ 78.00	10%	\$ 70.20
EtherWAN EtherWAN EX42905 Hardened Unmanaged 5-Port	\$ 405.00	1	\$ 405.00	10%	\$ 364.50
Ava Aware License 3 years	\$ 499.00	2	\$ 998.00	10%	\$ 898.20
Equipment Total:			\$4,279.00		\$3,851.10

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	12.10	\$2,117.50
PM	\$200.00	1.30	\$260.00
ENG	\$225.00	1.20	\$270.00
Total			\$2,647.50

Community Center - Access Control	Price (\$)
Equipment	\$7,031.00
Installation, Integration and Full Project Management	\$7,867.50
Sub Total	\$14,898.50
Discount (H-GAC Contract)	(\$703.10)
Grand Total	\$14,195.40

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
Core Series 4 port 12/24V Smart Hub E1 Enclosure	\$1,705.00	1	\$ 1,705.00	10%	\$ 1,534.50
Mullion Smart Keypad Reader V2, black, low and high frequen	\$ 460.00	2	\$ 920.00	10%	\$ 828.00
Kantech T.REX-LT T. Rex Request-to-Exit Detector	\$ 114.00	1	\$ 114.00	10%	\$ 102.60
IP 66 Rated Touchless REX	\$ 90.00	1	\$ 90.00	10%	\$ 81.00
Premium: Pack of 1 entry - 3 year	\$ 900.00	2	\$ 1,800.00	10%	\$ 1,620.00
Double Leaf Maglock	\$ 1,949.00	1	\$ 1,949.00	10%	\$ 1,754.10
VS-AV Deadlatch	\$ 453.00	1	\$ 453.00	10%	\$ 407.70
Equipment Total:			\$7,031.00		\$6,327.90

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	36.00	\$6,300.00
PM	\$200.00	3.90	\$780.00
ENG	\$225.00	3.50	\$787.50
Total			\$7,867.50

Recreation Center Description	Price (\$)
Equipment	\$16,295.00
Installation, Integration and Full Project Management	\$9,453.75
Sub Total	\$25,748.75
Discount (H-GAC Contract)	(\$1,629.50)
Grand Total	\$24,119.25

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP H6SL Indoor IR Dome Camera with 3.4-10.5mm lens;	\$989.00	4	\$ 3,956.00	10%	\$ 3,560.40
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	3	\$ 4,197.00	10%	\$ 3,777.30
Multisensor 20C-H5A-4MH-30	\$ 2,809.00	1	\$ 2,809.00	10%	\$ 2,528.10
Outdoor pendant mount adapter	\$ 199.00	1	\$ 199.00	10%	\$ 179.10
Dome bubble and cover; for outdoor surface mount or	\$ 199.00	1	\$ 199.00	10%	\$ 179.10
Wall Mount for large pendant camera	\$ 121.00	1	\$ 121.00	10%	\$ 108.90
IR Illuminator Ring for H4 Multisensor	\$ 389.00	1	\$ 389.00	10%	\$ 350.10
Gigabit 802.3bt 60 W PoE Injector	\$ 177.00	1	\$ 177.00	10%	\$ 159.30
Ava Aware License 3 years	\$ 499.00	8	\$ 3,992.00	10%	\$ 3,592.80
Unifi - Mobile Router Industrial	\$ 256.00	1	\$ 256.00	10%	\$ 230.40
Equipment Total:			\$16,295.00		\$14,665.50

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	43.25	\$7,568.75
PM	\$200.00	4.70	\$940.00
ENG	\$225.00	4.20	\$945.00
Total			\$9,453.75

Water Plant Description	Price (\$)
Equipment	\$15,293.50
Installation, Integration and Full Project Management	\$14,463.00
Sub Total	\$29,756.50
Discount (H-GAC Contract)	(\$1,529.35)
Grand Total	\$28,227.15

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	5	\$ 6,995.00	10%	\$ 6,295.50
Ava Aware License 3 years	\$ 499.00	5	\$ 2,495.00	10%	\$ 2,245.50
Commercial Web-Managed Ethernet PoE Switch with 16	\$ 748.00	1	\$ 748.00	10%	\$ 673.20
EasyPoE Lite 4P: 4 Gigabit PoE Ports & 2 Gigabit RJ45 Ports	\$ 800.00	1	\$ 800.00	10%	\$ 720.00
Wireless Bridge Kit - Contains two paired Wireless Bridge	\$ 690.00	1	\$ 690.00	10%	\$ 621.00
6U Wall Mount Rack Enclosure	\$ 350.00	1	\$ 350.00	10%	\$ 315.00
1U UPS 500VA	\$ 360.00	1	\$ 360.00	10%	\$ 324.00
24 Port Unloaded Patch Panel	\$ 27.00	1	\$ 27.00	10%	\$ 24.30
1FT CAT 6 PATCH CABLE GREY-6PK	\$ 10.50	1	\$ 10.50	10%	\$ 9.45
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	1	\$ 1,399.00	10%	\$ 1,259.10
Ava Aware License 3 years	\$ 499.00	1	\$ 499.00	10%	\$ 449.10
Sturdy Steel Construction: NEMA outdoor enclosure	\$ 103.00	1	\$ 103.00	10%	\$ 92.70
Cat6 Riser WHT	\$ 240.00	0.5	\$ 120.00	10%	\$ 108.00
Unifi - Mobile Router Industrial	\$ 256.00	1	\$ 256.00	10%	\$ 230.40
Cat6 Cable Drop Plenum	\$ 63.00	7	\$ 441.00	10%	\$ 396.90
Equipment Total:			\$15,293.50		\$13,764.15

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	35.70	\$5,355.000
Technician	\$175.00	41.30	\$7,227.500
PM	\$200.00	4.70	\$940.000
ENG	\$225.00	4.18	\$940.500
Total			\$14,463.00

Community Center- Cameras	Price (\$)
Equipment	\$12,681.00
Installation, Integration and Full Project Management	\$5,465.00
Sub Total	\$18,146.00
Discount (H-GAC Contract)	(\$1,268.10)
Grand Total	\$16,877.90

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$ 2,359.00	3	\$ 7,077.00	10%	\$ 6,369.30
Corner Mount for large pendant wall mount WLMT-1001	\$ 110.00	3	\$ 330.00	10%	\$ 297.00
Outdoor pendant mount adapter	\$ 199.00	3	\$ 597.00	10%	\$ 537.30
Dome bubble and cover; for outdoor surface mount or	\$ 199.00	3	\$ 597.00	10%	\$ 537.30
Wall Mount for large pendant camera	\$ 121.00	3	\$ 363.00	10%	\$ 326.70
IR Illuminator Ring for H4 Multisensor	\$ 389.00	3	\$ 1,167.00	10%	\$ 1,050.30
Gigabit 802.3bt 60 W PoE Injector	\$ 177.00	3	\$ 531.00	10%	\$ 477.90
Ava Aware License 3 years	\$ 499.00	3	\$ 1,497.00	10%	\$ 1,347.30
Cat6 Cable Drop Plenum	\$ 174.00	3	\$ 522.00	10%	\$ 469.80
Equipment Total:			\$12,681.00		\$11,412.90

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	25.00	\$4,375.00
PM	\$200.00	2.75	\$550.00
ENG	\$225.00	2.40	\$540.00
Total			\$5,465.00

Women's Club Description	Price (\$)
Equipment	\$10,334.00
Installation, Integration and Full Project Management	\$4,456.50
Sub Total	\$14,790.50
Discount (H-GAC Contract)	(\$1,033.40)
Grand Total	\$13,757.10

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$ 2,359.00	2	\$ 4,718.00	10%	\$ 4,246.20
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	1	\$ 1,399.00	10%	\$ 1,259.10
Outdoor pendant mount adapter	\$ 199.00	2	\$ 398.00	10%	\$ 358.20
Dome bubble and cover; for outdoor surface mount or	\$ 199.00	2	\$ 398.00	10%	\$ 358.20
Wall Mount for large pendant camera	\$ 121.00	2	\$ 242.00	10%	\$ 217.80
Corner Mount for large pendant wall mount WLMT-1001	\$ 110.00	2	\$ 220.00	10%	\$ 198.00
IR Illuminator Ring for H4 Multisensor	\$ 389.00	2	\$ 778.00	10%	\$ 700.20
Gigabit 802.3bt 60 W PoE Injector	\$ 177.00	2	\$ 354.00	10%	\$ 318.60
Ava Aware License 3 years	\$ 499.00	3	\$ 1,497.00	10%	\$ 1,347.30
Cat6 Cable Drop Plenum	\$ 110.00	3	\$ 330.00	10%	\$ 297.00
Equipment Total:			\$10,334.00		\$9,300.60

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	20.38	\$3,566.50
PM	\$200.00	2.20	\$440.00
ENG	\$225.00	2.00	\$450.00
Total			\$4,456.50

9 Sites Above Combined	Price (\$)
Equipment	\$149,687.00
Installation, Integration and Full Project Management	\$114,008.75
Sub Total	\$263,695.75
Discount (H-GAC Contract)	(\$14,968.70)
Grand Total	\$248,727.05

Notes:

- Includes 3 years of Ava Aware Camera Licenses. License renewals will not exceed a 5% increase over list price from previous renewal period
- Pricing, terms and conditions per H-GAC RA05-21 with Participating EXTENSION No. 2 Contract is extended through Jul 31 2025
- Customer may purchase this proposal by issuing Motorola a purchase order denoting the name of the proposal and signing the accompanying contractual documentation in Section 4
- Labor rates will not exceed a 10% increase over list price from previous year. Labor may include non-contract items such as but not limited to equip rental, additional materials etc.in other projects
- Cabling costs vary by specific length of required run

Section 4

Contractual Documentation

The products and services set out under this proposal shall be governed by the terms and conditions of the H-GAC Contract #RA-0521 (HGAC Contract) and the following prescribed Motorola Solutions Master Agreement (MCA) pursuant to Article 2 of the HGAC Contract.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**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 date of the last signature (the “**Effective Date**”).

WHEREAS, the Customer desires to purchase communications products and services; and

WHEREAS, Motorola desires to sell communications products and services to Customer; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the “H-GAC Contract”), which provided that End Users may purchase communications equipment from Motorola pursuant to certain terms contained therein;

WHEREAS, pursuant to Articles 2 and 6 of the Special Provisions of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications products and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1. Agreement.

- 1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products and Services (as each are defined below) from Motorola. The H-GAC Contract is attached hereto as Exhibit A and is incorporated into this Agreement in full by this reference. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Attachments.** The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:
- Exhibit A HGAC Contract
- Exhibit B Motorola Proposal dated December 4, 2024
- 1.3. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

“Authorized Users” means Customer’s employees, full-time contractors engaged for the purpose of supporting the Products and Services 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 that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

“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” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“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 Services, and Documentation, as well as any other information relating to the Products and Services.

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

“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 required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and 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 Equipment, software Products, or data, that is delivered with the Products and Services 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 their end users, in connection with or relating to the Products or Services;

“Fees” means charges applicable to the Products and Services.

“Integration Services” means the design, deployment, 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 licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

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

“Motorola Materials” means proprietary 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 and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party 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, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be 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 the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

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

“Process” or **“Processing”** have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“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 or Maintenance and Support Services will take place.

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

“**SUA**” or “**SUA II**” means Motorola’s Software Upgrade Agreement program.

“**Subscription Software**” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“**Third-Party Data**” has the meaning given to it in the DPA.

“**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.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this 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, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

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

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, 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, voice transmissions, and data, including, but not limited to, denial or 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 voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

- 3.2.5.2. Network Security.** If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. 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 are discovered by Motorola.
- 3.2.5.3. Application Development.** If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.
- 3.2.6. Transport Connectivity Services.** Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.
- 3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, 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 or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services 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.
- 3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or 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 and Services.
- 3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, 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 Customer's 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 tools and equipment in its possession or control.

- 3.7. 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 and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services 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.
- 3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.
- 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 in a Change Order causes an increase or decrease in the Products or Services, 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.

Section 4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.
- 4.1.1. Subscription Terms.** The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and 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. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, 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. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

- 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 goods delivered and for all services performed prior to the effective date of termination date.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services 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 Software.** 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 Subscription Software or Service 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 and Services already delivered. 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 as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, 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 Equipment 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.

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

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of \$ **\$248,727.05**, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. 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 and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring 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 and Services 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 a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.
- 5.5. Payment.** Customer will pay invoices for the Products and Services 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, 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 and Services 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- Accounts Payable
 Address- 10 North Grove Street Eustis FL 32726
 Phone- 352-483-5475

E-INVOICE. To receive invoices via email:

Customer Account Number: 1012658467

Customer Accounts Payable Email: finance@eustis.org

Customer CC (optional) Email: _____

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

Name: Craig Capri

Address: 10 North Grove Street Eustis FL 32726

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 (and, if applicable, related Services) 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, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

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 Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 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 installation and use of the Products and the performance of the Services 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 and Services. 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 and Services 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 and Services 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 and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, 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 and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. 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 Services, 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 (as defined below), 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 and Services.
- 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 and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, 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 or Services, 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, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.
- 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 and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site:
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html
- 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 software Product provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
- 6.11. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 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 the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed

Software will continue for a period of one (1) year commencing upon System Acceptance (the “Warranty Period”).

- 7.3.** 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 pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy (“SwSP”). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. 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 Lifecycle Management Services (“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 in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.
- 7.4. On-Premises Software System Warranty.** Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.
- 7.4.1.** On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.
- 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. Motorola Licensed Software Warranty.** Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the

Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. 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.

7.9. 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.

7.10. 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.

7.11. 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, 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.

Section 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 or Service (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 a software Product, i.e., Licensed Software or Subscription 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 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 or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service 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 or Service 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 and Services) 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 or Services; (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.

Section 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 OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE 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 OR SERVICES; (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 OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES 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 AND SERVICES.

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 THE SUBSCRIPTION SOFTWARE OR SERVICES, 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.

Section 10. Confidentiality.

- 10.1. Confidential Information.** In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("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.
- 10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) 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 Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- 10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 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 by way of an Addendum, 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 and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

- 11.5. Third-Party Data and Motorola Data.** Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.
- 11.5.1.** Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.
- 11.5.2.** Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.
- 11.6. 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.
- 11.7. 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.

Section 12. Acceptance

12.1. Communications System Acceptance.

- 12.1.1.** Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or

phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 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 and Services 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).

Section 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.

Section 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 and Services complies with law (including privacy laws), and Customer will obtain any FCC 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 and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (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 Subscription Software, 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 software 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 Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, 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 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; 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 Exhibits, 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: City of Eustis BOCC

By: Robert Richardson

By: _____

Name: Rob Richardson

Name: _____

Title: Area Sales Manager

Title: _____

Date: December 4, 2024

Date: _____

Robert Richardson



Software License Addendum

This Software License Addendum (this “SLA”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

Section 2. Licensed Software License and Restrictions.

- 2.1. Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.
- 2.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.
- 2.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
- 2.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the

Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains 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.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise

created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

4.1.1.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

4.1.1.2. CJIS Security Policy. Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription

Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

- 4.3. Cloud Hosted Software System.** If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.
- 4.4. Additional Cloud Terms.** The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.
- 4.4.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.
- 4.4.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.
- 4.4.3. Maintenance.** Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

Section 5. Term.

- 5.1. Term.** The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.
- 5.2. Termination - Licensed Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.
- 5.3. Termination - Subscription Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

5.5. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

AVIGILON ALTA TERMS OF SERVICE

These Avigilon Alta Terms of Service (this “Agreement”) govern your use of the Avigilon Alta security suite as a service, software as a service or other hosted offering (the “Services”) made available to you under this Agreement. This Agreement is a binding legal contract between you or the entity on whose behalf you accept this Agreement (“you” and “your”) and Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661, including affiliated companies (“Motorola”). You and Motorola may each be referred to as a “Party” and collectively as the “Parties.” By accessing or using the Services, you agree that you have read, understood and agree to be bound by this Agreement, as amended from time to time. If you do not or cannot agree to be bound by this Agreement, you may not access or use the Services. If you are accessing or using the Services on behalf of a person or an organization, you are agreeing to this Agreement for that person or organization and representing to Motorola that you have authority to bind that person or organization to this Agreement.

1. **Services.** Subject to your continued compliance with this Agreement, you may access and use the Services for your internal business purposes only, in accordance with the Documentation. The Services include access to Motorola’s generally available documentation for use and operation of the Services (the “Documentation”). “Order” means each ordering document (e.g. an order or order form) that references this Agreement or the Services and is between you and one of Motorola’s authorized distributors or resellers pursuant to which you purchase a term-based right to use the Services.
2. **Authorized Users.** Unless otherwise specified in an Order, you will only permit the individuals you authorize (“Authorized Users”) to utilize a username and password (“Account Information”). If you are an employer, you will ensure that all of your Authorized Users comply with the terms of this Agreement and you will be jointly and severally liable for all acts and omissions of Authorized Users related to their access or use of the Services, and any failure by such Authorized User to comply with the terms of this Agreement will constitute a breach by you. You will ensure the security and confidentiality of each Authorized Users’ Account Information, and you are responsible for all activities performed in the Services with the Account Information.
3. **Modifications.** Motorola may, at any time and in its sole discretion, modify, upgrade or release a new version of the Services, or any portion of its features and functions. Unless otherwise expressly and separately agreed to by Motorola, any modification or new version of the Service will be subject to the terms of this Agreement. Documentation for any Service may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Service may be subject to additional Fees. Motorola will use commercially reasonable efforts to notify you of any material detrimental change to or discontinuation of the Services. If you establish that a change made by Motorola pursuant to this Section has a materially adverse effect on your authorized use of the Services, you may notify Motorola in writing, and Motorola may propose resolutions or work-arounds. If Motorola is unable to provide you with a resolution or work-around reasonably satisfactory to you, then notwithstanding anything to the contrary, you may terminate this Agreement upon written notice to Motorola.
4. **Beta Services.** If Motorola makes any beta version of a Service (“Beta Service”) available to you, you may choose to use such Beta Service at your own discretion, provided that you will use the Beta Service

solely for purposes of your own internal evaluation of such Beta Service. You acknowledge and agree that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. You acknowledge that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

5. **License Grant; Software.** Subject to the terms of this Agreement and the applicable Order, Motorola grants you a limited, non-exclusive license for the Term to access and use the Services for your internal business purposes in a manner consistent with the Documentation. The Services may require the downloading, use, or installation of software (“Software”) to function (e.g. software embedded at your location or on your equipment or systems). Software provided to you as part of the Service may be provided under the end user license agreement included with such software or applicable terms of service. If the Software is not provided with an end user license agreement, Motorola grants you a limited, non-exclusive, non-sublicensable license for the Term to use such Software only to access and use the Services subject to this Agreement. You are responsible for downloading and installing the current version of such Software, as it may be updated from time to time. The Software may periodically check for updates that will be automatically installed on your equipment or systems without providing any additional notice or requiring any additional consent from you. By accepting this Agreement, you agree to receive these types of automatic updates without any additional notice, and you consent to these automatic updates. If you do not want updates, you must stop using the Services and Software and terminate your account; otherwise, you will receive these updates automatically. You acknowledge that installing updates may be required for continued use of the Services and the Software, and you agree to promptly install any updates provided by Motorola.
6. **Availability Service Level.** Unless a different Services availability level is set forth in the Order, Motorola shall use commercially reasonable efforts to make the Services available twenty four (24) hours a day, seven (7) days a week, except for unavailability of Beta Services and unavailability due to (a) system maintenance and planned downtime (of which Motorola shall use reasonable efforts to give prior notice) and (b) any unavailability caused by: (i) your software or hardware or Third Party Software or hardware; (ii) circumstances beyond Motorola’s reasonable control, including but not limited to internet service provider and mobile carrier service availability; and (iii) misuse of the Services or other violations of this Agreement by you.
7. **Restrictions.** You will not (and will not allow others, including the Authorized Users, to) (a) access or use the Services in any manner or for any purpose other than as expressly permitted by this Agreement; (b) make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (c) reverse engineer, decompile, disassemble, or reprogram the Software or any portion thereof to a human-readable form; (d) modify, alter, tamper with, copy, reproduce or create derivative works of, or merge the Services; (e) publish, distribute, license, lend, sell, lease, host or otherwise commercially exploit the Services; (f) take any action that would cause the Services be placed in the public domain; (g) use the Services to compete with Motorola; (h) remove, alter, or obscure, any copyright, trademark, proprietary rights, disclaimer or warning notice; (i) share user credentials (including among Authorized Users); (j) use the Services to store or transmit that contains or is used to initiate a denial service attack, software viruses or other harmful or malicious code; (k) work around any technical or security restrictions or limitations in the

Services; or (l) access or attempt to gain unauthorized access to any Service by means other than an interface provided by Motorola.

8. **Third-Party Products.** The Services may permit access to products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible Services (“Third-Party Products”). You agree to comply with, and agree to be bound to, the terms and conditions, including the applicable third party licenses or other agreements, associated with the Third Party Products, in addition to the terms and restrictions contained in this Agreement. Do not install, access, or use such Third-Party Products if you do not accept their terms. If Third-Party Products include open source software, Customer may have the right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.
9. **Compliance with Laws.** You will ensure your use of the Services and Software (as applicable) complies with all foreign, federal, state and local laws, rules and regulations applicable laws applicable to your use. By accessing or using the Services, you warrant that you have obtained all necessary rights and permissions required for your use of the Services. Motorola may, at its discretion, cease providing or otherwise modify the Services or Software in order to comply with any changes in applicable law. You will ensure that you have all necessary rights and permissions to use any Customer Data that you submit to or otherwise use in connection with the Services.
10. **Export Control.** You may not (and your Authorized Users may not) access or use the Software or Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a “**Prohibited Jurisdiction**”), and you will not provide access to the Software or Services to any government, entity, or individual located in a Prohibited Jurisdiction. You represent and warrant that (a) you and your 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) you and your Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not permit your Authorized Users to access or use the Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) you and your Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which you, your employees, and your Authorized Users are located.
11. **Term and Termination.** This Agreement will commence on (a) the date you first access or use the Service; or (b) thirty (30) days from the date of initial invoice for the Services, whichever occurs earlier (the “Effective Date”) and will remain in effect for the term set forth in the Order (the “Initial Term”). Unless sooner terminated in accordance with the provisions of this Agreement, your subscription shall continue to renew for the same length as the Initial Term (each a “Renewal Term” and together with the Initial Term, the “Term”) unless and until either party provides at least thirty (30) days written notice to the other of their intent to terminate at the end of the Term. Either Party may terminate the Agreement on written notice 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. Motorola may terminate any Service, in whole or in part, in the event Motorola plans to cease offering the applicable Service to customers. Upon termination of this Agreement for any reason, your use of and access to the Services will automatically terminate. YOUR PURCHASE IS FINAL. IF YOU CANCEL YOU WILL NOT RECEIVE A REFUND OF OR CREDIT

FOR ANY PORTION OF THE FEES PAID FOR THE THEN CURRENT SERVICES PERIOD. If Motorola terminates your Services, Motorola will refund any payment you have already remitted to Motorola for such Services. Without limiting the foregoing, you may cancel your Services at any time, but such cancellation will be effective at the end of the Term. You will be responsible for all Fees (plus any applicable taxes and other charges) incurred until expiration of the Term. If you cancel, your right to use the Services will continue until the end of the Term and will then terminate without further charges, unless otherwise instructed by you to terminate sooner. Upon termination of this Agreement, Motorola will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession in accordance with the [Privacy Statement](#).

12. **Suspension.** Motorola may suspend your access to or use of the Service, in whole or in part, immediately and without notice to you, if Motorola determines that (a) you are in breach of this Agreement; (b) any amounts owed by you remain past due; (c) your or your Authorized Users' access or use of the Service poses a security or other risk or adverse impact to the Service, to Motorola or Motorola's systems, or to any third party (including other Motorola customers); or (d) your agreement with a reseller for the Services terminates or expires.
13. **Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, you and your Authorized Users will stop use of the Services and return or destroy (at Motorola's option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If you have any outstanding payment obligations under this Agreement under an Order, Motorola may accelerate and declare all such obligations of yours immediately due and payable by you. Notwithstanding the reason for termination or expiration, you must pay Motorola or Motorola's reseller, as applicable, for Services already delivered. You have a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and your termination of this Agreement.
14. **Fees & Taxes.** Unless otherwise agreed by Motorola, you will pay Motorola's reseller any fees specified for Services in accordance with the applicable Order (the "Fees"). Fees are due within thirty (30) days of the invoice date, or as otherwise specified in the Order. Late payments will be subject to interest charges at the rate of 1.5% per month or maximum rate permitted by law, whichever is less. To the extent permitted by applicable law, your Order is noncancelable and the sums paid nonrefundable, except as otherwise provided in this Agreement or your Order. Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable list price. You acknowledge and agree that a purchase order or other notice to proceed is not required for payment for Services. 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 you, except as exempt by law, unless otherwise specified in an Order. If Motorola is required to pay any Taxes, you will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after your receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth. You will pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by Motorola in collecting delinquent Fees. If you purchase Services from an entity that ceases to be an authorized Motorola reseller, then Motorola may notify you and may either refer you to another reseller or may charge you for access to and use of the Service pursuant to this Agreement.

15. **Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services (“**Customer-Provided Equipment**”). You will be responsible, at your sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. You represent and warrant that you have all rights in Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). You (and not Motorola) will be fully liable for Customer-Provided Equipment, and you will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Software and Services under this Agreement.
16. **LIMITED WARRANTY; DISCLAIMER.** Motorola warrants that the Services will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, Motorola’s sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that Motorola will use commercially reasonable efforts to correct the non-conforming Service functionality without charge. Motorola shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided by Motorola, misuse of the Service, or your negligence or willful misconduct. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES, BETA SERVICES, SOFTWARE, THIRD-PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET YOUR PARTICULAR REQUIREMENTS.
17. **Indemnification by Motorola.** Motorola will defend any third-party claim brought against you alleging that the Services (the “**Infringing Product**”) directly infringe a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded 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 are conditioned upon: (a) you 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) you cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for you the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant you a pro-rated refund of any amounts pre-paid for the Infringing Product. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend any Infringement Claim that arises from or is based upon or arises out of the following (“**Excluded Claims**”): (a) Customer Data, Customer-Provided Equipment, non-Motorola content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Services with any products or

materials not provided by Motorola; (c) any Service designed, modified, or manufactured in accordance with your designs, specifications, guidelines or instructions; (d) a modification of the Service by a party other than Motorola; (e) use of the Service in a manner for Service was not designed or that is inconsistent with the terms of this Agreement; or (f) your failure to use or install an update to any Software or Services 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 you from sales or license of the Infringing

Product. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE PROVISIONS OF THIS SECTION STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF MOTOROLA FOR ANY INFRINGEMENT CLAIM. FOR CLARITY, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO, AND LIMITED BY, THE RESTRICTIONS SET FORTH IN THE LIMITATION OF LIABILITY SECTION BELOW.

18. **Indemnification by You.** You 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) Excluded Claims; (b) your failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola in connection with the Services; (c) your (or your service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) any 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 content in violation of the Agreement. Motorola will give you prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with you in its defense or settlement of the claim.
19. **Limitation of Liability.** You acknowledge and agree that any agreement with a reseller sets forth your remedies in the event you or any of your Authorized Users or other third party experiences any damages or losses arising from or in connection with the Software and Services or any other products or services provided by Motorola or the reseller, and therefore you should look solely to such reseller (and not to Motorola) for recourse for such losses or damages and for any other claims or remedies. Without limiting the foregoing, you further agree that Motorola's liability with respect to the Software and Services and this Agreement is limited as set forth in this Section. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, 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 (A) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) LOST PROFITS, REVENUES, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND (C) BUSINESS INTERRUPTION. THE TOTAL AGGREGATE LIABILITY OF 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 TOTAL FEES PAID FOR THE SERVICE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING

THE EVENT FROM WHICH THE FIRST CLAIM AROSE. THE FOREGOING LIMITATION APPLIES EVEN IF MOTOROLA HAS BEEN ADVISED BY YOU OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

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 SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) 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; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SERVICES.

20. **Confidentiality.** "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") 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. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this Section; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly-owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) 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; (e) 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 (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement. Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.
21. **Data.** You acknowledge and consent to Motorola's collection, processing, and use of the Customer Data as described in this Section.

- a. **Data Security.** Motorola is committed to protecting the security and integrity of the Customer Data. Motorola will maintain an information security program that is proportionate to the multiple and diverse risks associated with networked technologies.
- b. **Customer Data.** You own all right, title and interest in and to the Customer Data. You grant to Motorola and its affiliates and subcontractors a non-exclusive, worldwide, sublicensable, perpetual, paid-up right and license to use the Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform, provide, maintain and protect the Services under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. You will secure and maintain all legally required consents and rights and have provided all legally required notices to provide the Customer Data to Motorola. You are solely responsible for all Customer Data including the creation or maintaining of backups and copies of all Customer Data and the accuracy, integrity, quality, legality, and appropriateness of the Customer Data. Motorola does not make any representations and warranties with respect to the Customer Data. "Customer Data" means data you or anyone acting on your behalf, runs on the Services, causes to interact with the Services or submits through the use of the Services.
- c. **De-Identified Data.** Notwithstanding the other terms in this Agreement, Motorola may use or disclose De-Identified Data for any purpose. "De-Identified Data" means Customer Data that does not identify you directly or by inference.
- d. **Aggregated Statistics.** Motorola may monitor your use of the Services to gather data and information related to your use of the Services and/or information compiled from Customer Data that Motorola may use in an aggregate and anonymized manner (collectively, the "Aggregated Statistics"), for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or subscriber-requested maintenance, repairs, analytical or diagnostic services related to the Services; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.
- e. **Location of Data.** Customer Data may be transferred to or stored and/or processed in the United States or other countries in which Motorola or its affiliates or subcontractors operate. Motorola will act in accordance with the requirements of this Agreement regardless of where Motorola stores or processes the Customer Data.
- f. **Legal Purpose Disclosure.** Notwithstanding the other terms of this Section, Motorola may use or disclose Customer Data as Motorola believes in good faith to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to lawful requests from public or government authorities; and (iv) to enforce this Agreement or allow Motorola to pursue available remedies or limit the damages that Motorola may sustain.

- g. **Personal Information.** Motorola is dedicated to safeguarding personal information and processing it in a manner consistent with user expectations. The data processing addendum at <https://www.avigilon.com/global-data-processing-agreement> (the “DPA”) is incorporated by reference herein and will apply to the extent any Customer Data is Personal Data (as defined in the DPA). In regards to other Personal Data, if any, Motorola will comply with the Privacy Statement at <https://www.avigilon.com/about/privacy> as may be updated from time to time.
22. **Intellectual Property Ownership; Feedback.** As between you and Motorola, (a) Motorola owns all right, title, and interest, including all intellectual property rights, in and to the Software and Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents send or transmit any communications or materials to Motorola suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or including any comments, questions, suggestions, or the like (“Feedback”), Motorola is free to use such Feedback irrespective of any other obligation or limitation between you and Motorola governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to Motorola on your behalf, and shall cause your representatives to assign to us on their behalf, all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, without any attribution or compensation to you, your representatives, or any third party. The Parties agree that, notwithstanding any provision of this agreement to the contrary, all fixes, modifications and improvements to the Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback 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. All trademarks, logos, and service marks (“Marks”) displayed on the Services are the property of Motorola or of their respective owners. You are not permitted to use any of the Marks without the applicable prior written consent of Motorola or such respective owners.
23. **Force Majeure.** Except for 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.
24. **Governing Law; Dispute Resolution.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless the customer is the United States Government (or an agency thereof), 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 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. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”). Either Party may initiate Dispute resolution procedures by sending a notice of Dispute to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute. If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation 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. 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. All in person meetings under this Section 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 will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with Section 24(a) below.

- a. **Litigation, Venue.** 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. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- b. **Equitable Remedy.** You acknowledge that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Services Documentation, and that your breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If you breach this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
- c. **Bar on Claims.** You may not bring any claims against a Motorola Party in connection with this Agreement or the Software and Services more than one (1) year after the date of accrual of the cause of action.

25. General.

- a. **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.
- b. **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.
- c. **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.

- d. **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 or Services will be a direct and intended third-party beneficiary of this Agreement.
- e. **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.
- f. **Notices.** Motorola may need to communicate with you from time to time regarding this Agreement or the Services. Motorola may provide such notice to you via email to the email address you provided to Motorola, or through the user interface for the Services, or on the site on which this Agreement is posted. Copies of any legal notices should be sent to Motorola Solutions, Inc., 600 W. Monroe St., Chicago, IL 60661 USA; Attn: Legal Department.
- g. **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.
- h. **Survival.** The following Sections will survive the expiration or termination of this Agreement for any reason: 9, 10, 11, 13, 16 – 25.
- i. **Entire Agreement; Electronic Acceptance.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements and understandings, whether written or oral, relating to this subject matter. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent), and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records, when produced in hard copy form, shall constitute business records and shall have the same validity as any other generally recognized business records.
- j. **Change to this Agreement.** Except to the extent prohibited by applicable laws, Motorola may modify this Agreement by posting a revised version on the site where the applicable Agreement terms are posted, via the Services, by email to the email address associated with your account, or any means permitted under this Agreement. Any changes to this Agreement will be effective upon posting (or such later effective date as may be indicated at the top of the revised Agreement terms). You should ensure that you have read and agree with our most recent Agreement when you use the Service. If you do not agree to the Agreement as amended, you must stop using the Services and cancel your account. Your continued use of the Services after the date the amended Agreement is posted will constitute your acceptance of the amended Agreement.

EXHIBIT A

HGAC CONTRACT



EXHIBIT B

Motorola Proposal dated December 4, 2024.



Addendum to Motorola Solutions Customer Agreement

THIS ADDENDUM constitutes a part of the Motorola Solutions Customer Agreement (the “MCA”) entered into by and between Motorola Solutions, Inc. (“**Motorola**”), and the City of Eustis, a Florida Municipal Corporation (the “**City**”). This Addendum is incorporated into the MCA as if fully set forth therein and any conflict between the terms of this Addendum and the terms of the MCA shall be controlled by the terms of this Addendum.

The parties hereto agree that the following terms are hereby added and made part of the MCA:

1. **Consideration.** Motorola and the City hereby acknowledge that the mutual covenants, terms, and conditions of the MCA, as modified hereby, constitute good and valuable consideration.
2. **Governing Law.** This Addendum and all agreements between the parties, including the MCA, shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law principles that would require the application of any other law. Venue for any cause of action available to the parties under the law, including mediation, shall be in Lake County, Florida or, if a federal cause of action, in the Middle District of Florida.
3. **Non-Appropriation.** Notwithstanding anything contained herein to the contrary, the City shall make an annual appropriation and availability of sufficient funds, as determined in the City’s sole and absolute discretion, to pay for such goods and services. If the City determines the annual appropriation and availability of funds is insufficient to allow the City to fulfill its obligations hereunder, then (a) the City shall give immediate written notice to Motorola, (b) Motorola shall terminate the MCA at the end of the fiscal year for which the funds were appropriated without penalty or expense to the Customer of any kind whatsoever, except to the extent the Customer received a discount for a multi-year purchase., (c) the City shall remain obligated to pay for all previously requested or ordered goods and services that are actually delivered or provided to the City prior to the end of the fiscal year for which funds were appropriated, and (d) in no event shall the City’s failure to fully perform, if caused by insufficient annual appropriation or availability of funds, constitute a breach of the MCA or an event of default hereunder.
4. **Sovereign Immunity.** Notwithstanding anything to the contrary, nothing herein shall be construed as a waiver by the City of sovereign immunity or of any rights, privileges, or limits to liability existing under Section 768.28, Florida Statutes. Any liability on the part of the City hereunder shall be subject to its right to sovereign immunity and any other limitations provided to the City as a political subdivision of the State of Florida under applicable law. This paragraph shall survive the expiration or earlier termination of the MCA.
5. **Debarment.** Motorola hereby certifies that, to the best of its knowledge and belief, neither Motorola nor any of Motorola’s owners, principals, or officers (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, (ii) are presently indicted or otherwise criminally charged with, or have, within the past five (5) years, been convicted of or had a civil judgment rendered against them for, commission of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or (iii) have, within the

past five (5) years, had one or more public transactions (federal, state or local) terminated for cause or default. Motorola shall notify the City within thirty (30) days after the occurrence of any of the foregoing and the failure to do so shall constitute a material default by Motorola hereunder and shall give the City the option, but not the obligation, to immediately terminate the MCA without penalty. If the City elects to terminate the MCA, then Motorola shall be liable for all costs associated with the City securing the same services or products, including without limitation any increase in costs for the same services and products and the cost to solicit additional bids.

6. **E-Verify.** Motorola understands and acknowledges that, pursuant to Section 448.095, Florida Statutes, Motorola is a contractor subject to the following:
 - A. Pursuant to Section 448.095(2)(a), Florida Statutes, Motorola shall use the U.S. Department of Homeland Security's E-Verify system, available at <https://www.e-verify.gov/>, to verify the work authorization status of all employees hired during the term of the MCA.
 - B. If Motorola employs any subcontractors to perform the services or provide the products described herein, then Motorola shall require each subcontractor to also use the E-Verify system to verify the work authorization status of all employees hired by such subcontractor during the term of the MCA. In addition, each subcontractor shall provide Motorola with an affidavit stating they do not employ, contract with, or subcontract with any unauthorized aliens, as defined in Section 448.095(1)(k), Florida Statutes. Motorola shall keep and maintain said affidavit for the duration of the MCA and shall provide a copy to the City upon receipt.
 - C. Motorola shall provide evidence of compliance with Section 448.095, Florida Statutes, within fifteen (15) days after full execution of the MCA and thereafter as often as requested by the City. Satisfactory evidence of compliance with Section 448.095, Florida Statutes, includes without limitation written notice of Motorola's E-Verify number.
 - D. Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the MCA by Motorola and shall give the City the option, but not the obligation, to immediately terminate the MCA without penalty..
7. All documents and information between the parties are governed by Florida Public Records Law which establishes which information is confidential, exempt, or a public record.
8. **Public Records Retention.** To the extent doing so will not violate any federal law relating to confidentiality of records, Motorola shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:
 - A. Keeping and maintaining all public records required by the City to perform the service.
 - B. Providing to the City, upon request from the City's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of the MCA and following completion of the MCA if Motorola does not transfer the records to the City.
 - D. Upon completion of the MCA, either (1) transferring to the City, at no cost to the City, all public records in Motorola's possession and destroying any duplicate copies of public records that are exempt

or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by the City to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Motorola must be provided to the City in a format that is compatible with the City’s information technology systems.

Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the MCA by Motorola and shall give the City the option, but not the obligation, to immediately terminate the MCA without penalty.

MOTOROLA SHALL DIRECT ALL QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO MOTOROLA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE MCA TO THE CITY’S CUSTODIAN OF RECORDS AT (352) 483-5430 OR CITYCLERK@EUSTIS.ORG OR 10 N. GROVE ST., EUSTIS, FL 32726.

- 9. Except as modified by this Addendum, all other terms of the MCA and all other agreements between the parties are hereby ratified and shall remain in full force. In the event of a conflict between the terms of this Addendum and the terms of the MCA and/or any other agreements between the parties, this Addendum controls and supersedes over any conflicting provision.

The Parties hereby enter into this Addendum as of the date of the last signature.

Motorola Solutions, Inc.

City of Eustis

By: _____

By: _____

Name: Rob Richardson

Name: _____

Title: Area Sales Manager

Title: Mayor

Date: _____

Date: _____



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 2, 2025

RE: Resolution Number 25-04: Parks and Recreation Lightning Detection System for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park

Introduction:

Resolution Number 25-04 Parks and Recreation to install a lightning detection system at the Pool/Ferran Park, Sunset Park, Dog Park, and Carver Park.

Background:

The approved fiscal year 2024-2025 budget includes funds for installing lightning detection systems for Aquatics, Carver Park, and Sunset Island Park. In developing the scope of work, it was determined that there are enough funds to include the dog park. Lightning detection systems are being installed for public safety in inclement weather.

The chosen vendor is Perry Weather Systems for the purchase of lightning detection systems. The products provided include four outdoor warning systems and an online weather station subscription that will be paid annually with the remaining balance left in the current budget. The annual subscription will be \$4,420 for all four units, including the warranty. This will cover up to nine years. Perry Weather Systems has provided a sole source letter.

Budgeted Amount

\$150,000

Proposed Amount

\$72,100

Recommended Action:

The administration recommends approval of Resolution Number 25-04.

Policy Implications:

There are no policy requirements for lightning detection systems.

Alternatives:

- Approve Resolution Number 25-04
- Deny Resolution Number 25-04

Budget/Staff Impact:

The fiscal year 2024-2025 budget was approved in the Parks and Recreation CIP plan. No additional staff time will be required.

Prepared By:

Anna Vilches, Parks and Recreation Administrative Assistant

Reviewed By: Sam Brinson, Parks and Recreation Director

RESOLUTION NUMBER 25-04

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AUTHORIZING A PURCHASE IN EXCESS OF \$50,000 FOR THE PARKS AND RECREATION DEPARTMENT TO PURCHASE A LIGHTNING DETECTION SYSTEM UTILIZING THE SALES TAX REVENUE ALLOCATED IN THE PARKS AND RECREATION DEPARTMENT’S APPROVED FISCAL YEAR 2024/2025 BUDGET.

WHEREAS, the City of Eustis Parks and Recreation Department’s approved Fiscal Year 2024/25 Budget includes \$150,000.00 in Capital Outlay Machinery and Equipment Funds to purchase a lighting detection system;

WHEREAS, the Parks and Recreation Department has determined the need to purchase a lightning detection system for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park at an estimated cost of \$72,100; and

WHEREAS, the City Purchasing Policies require that the City Commission approve any purchase in excess of \$50,000;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Florida, as follows:

1. The City of Eustis Parks and Recreation Department is hereby authorized to purchase a lightning detection system for Pool/Ferran Park, Sunset Park, Dog Park and Carver Park at an estimated cost of \$72,100 utilizing Capital Outlay Machinery and Equipment Funds allocated in the Parks and Recreation Department’s approved FY 2024/25 Budget; and
2. The City Manager is hereby authorized to execute any required documents for the approved purchase.

DONE AND RESOLVED, this 2nd day of January 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 2nd day of January, 2025, by _____, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-04 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 2, 2025

RE: APPROVAL OF RESOLUTION 25-05: AMENDING THE FY 2024/25 ECONOMIC DEVELOPMENT FUND BUDGET, ESTABLISHING THE FY 2024/25 NEW GRANTS FUND BUDGET AND PROVIDING AN UPDATE ON THE TARGETED INDUSTRY AND SMART GROWTH STUDY

Background

At the December 13, 2023 Commission meeting, Staff made a presentation providing information about a grant opportunity that required matching funds equal to or exceeding \$50,000. As a part of the presentation, staff gave a range of possible match percentages that would be required by the City if awarded the grant. That range was from 20-50 percent.

Commission approved Staff's request and an application was submitted to the Economic Development Administration (EDA), Public Works and Economic Adjustment Assistance Program (CFDA 11.307) to conduct a Target Industry and Smart Growth Analysis Study.

Grant Overview

The EDA awarded the City \$72,000, which is to be matched \$48,000 by the City for a total project cost of \$120,000. The EDA's award is 60% of the total cost and the City's contribution is 40%.

Under the Targeted Industry and Smart Growth Study Grant, a consultant will be hired to conduct a comprehensive look at this area's assets, supportive resources, and the ecosystem compatibility with the long-term growth needs and match them with industries that could thrive in Eustis. The outcome of this analysis will provide the City with data to expand and diversify its industry base, attract new business, support the expansion of existing companies, create more jobs, and overall establish a more resilient and sustainable economic foundation for our community.

Budget Impact Analysis

A portion of the \$48,000 needed for the EDA match was included in the FY 2023/24 budget. Because of the timing of the award, late in the fiscal year, those funds have been carried forward into the FY24/25 Budget. Additionally, the FY 2024/25 includes \$37,500 for grant matches for a total of \$75,000 available for grant matches. At the recommendation of the Finance Director, the City is creating a new Grants Fund in order to better track the fiscal activities of the City's grants. The City's matching contribution of \$48,000 will be transferred to this new Grants Fund.

Timeline

Targeted Industry and Smart Growth Analysis will be conducted over 12 months, which is estimated to begin in January and end in December of 2025.

Action Required

This report provides the requested update Commission asked for it when it originally approved Staff's request to apply for an EDA grant for a Targeted Industry and Smart Growth Analysis Study. As previously stated, EDA/ City funding split on this project would be 60/40, or \$72,000 and \$48,000.

Staff is recommending approval of Resolution 25-05 amending the FY 2024/25 budget for the Economic Development Fund and establishing a budget in the newly created Grants Fund to accommodate a U.S. Department of Commerce/Economic Development Administration Office requirement to provide matching funds for a targeted industry and smart growth analysis study.

Prepared by:

Al Latimer, Economic Development Director

RESOLUTION NUMBER 25-05

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA; AMENDING THE BUDGET FOR FISCAL YEAR 2024/25 FOR THE ECONOMIC DEVELOPMENT FUND AND ESTABLISHING A BUDGET FOR THE NEWLY CREATED GRANTS FUND TO ACCOMMODATE A U.S. DEPARTMENT OF COMMERCE/ECONOMIC DEVELOPMENT ADMINISTRATION REQUIREMENT TO PROVIDE MATCHING FUNDS FOR A TARGETED INDUSTRY STUDY GRANT; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis, has been awarded a grant from the U.S. Department of Commerce and Economic Development Administration; and

WHEREAS, the award number ED24ATLOG0463 is in the amount of \$72,000; and

WHEREAS, the City will match the award with \$48,000, for a total project amount of \$120,000; and

WHEREAS, it is in the best interest of the City to create a Grants Fund (018) and establish a budget to account for the fiscal activities of the City’s grants, and

WHEREAS, the Grants Fund FY 2024/25 budget will be established and adopted as follows:

<u>Revenue:</u>	
018-0000-331-50-01 – Federal Grants – EDA Targeted Industry	\$ 72,000
018-0000-381-68-00 – Transfers in from Economic Development Fund	\$ 48,000
<u>Expenditures:</u>	
018-1220-552-81-01 – Federal Grants – EDA Targeted Industry	\$120,000

WHEREAS, the FY 2024/25 adopted budget for the Economic Development Fund (068) will be amended as follows:

<u>Expenditures</u>	
068-8100-581-91-18 – Transfers out to Grant Fund	- \$48,000 ;and

WHEREAS, the FY 2024/25 budget in the Economic Development Fund be reduced by a total of \$48,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Eustis, Lake County. Florida, as follows:

Section 1

That the FY 2024/25 Adopted Budget for the Economic Development Fund is amended to reflect a decrease of \$48,000.

Section 2

That the City will establish and adopt a budget for a new Grants Fund to account for the fiscal activities of the City’s grants.

Section 3

That the Finance Director of the City of Eustis is hereby authorized to amend the FY 2024/25 adopted budget for the Economic Development Fund.

Section 4

That the Finance Director of the City of Eustis is hereby authorized to establish a budget for the newly created Grants Fund.

Section 6

That this Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 2nd of January, 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 2nd day of January, 2025, by _____, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution No. 25-05 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 2, 2025

RE: RESOLUTION NUMBER 25-06: AMENDMENT IN THE AMOUNT OF \$5,831,200 TO THE FY 2024/25 BUDGET FOR CARRY-OVER OF FY 2023/2024 UNENCUMBERED BUDGETED FUNDS FOR VARIOUS CAPITAL AND CONSULTING SERVICES

Introduction:

The purpose of Resolution Number 25-06 is to amend the FY 2024/25 budget to include unencumbered budgeted carry-over funds from FY 2023/24 for various capital projects and consulting services.

Recommended Action:

Staff recommends approval of Resolution Number 25-06.

Background:

Each year during the budget process, requested funds for capital projects and consulting services are budgeted taking into account any remaining budgeted funds in the current fiscal year. The process is to budget only those additional funds needed to complete capital projects and consulting services with the intent to carry-over any funds remaining from the prior fiscal year. This allows for the carry-over of funds for capital projects and consulting services that were not encumbered in FY 2023/24.

This amendment provides the mechanism to amend the FY 2024/25 budget to include any necessary remaining FY 2023/24 unencumbered funds for capital projects and consulting services.

This amendment is in conjunction with the amendment approved on December 12, 2024.

Budget and Staff Impact:

The impact to the budget is an amendment to the FY 2024/25 budget in the amount of \$5,831,200. The funding source is remaining FY 2023/24 unencumbered budgeted funds.

Prepared by:

Lori Carr, Finance Director

Reviewed by:

Mari Leisen, Deputy Finance Director

RESOLUTION NUMBER 25-06

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, FOR THE GENERAL, SALES TAX, STREET IMPROVEMENT, COMMUNITY REDEVELOPMENT AND BUILDING SERVICES FUNDS AND BY ADJUSTING EXPENDITURES; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Eustis adopted the final FY 2024/25 budget on September 19, 2024; and

WHEREAS, the City of Eustis has remaining unencumbered budgeted funds for capital projects and consulting services in the FY 2023/24 budget; and

WHEREAS, it is necessary to amend the FY 2024/25 budget to include these remaining funds in order to fully fund various capital projects and contractual services that were not yet started in FY 2023/24; and

WHEREAS, Budgeting Best Practices allows for carry-over of these funds; and

WHEREAS, the total amount of carry-over funds is \$5,831,200.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Eustis, Lake County, Florida, that:

1. The Fiscal Year 2024/25 Adopted Budget is amended to recognize FY 2023/24 excess carry-over unencumbered budgeted funds for various capital projects and contractual services.
2. The Fiscal Year 2024/25 Adopted Budget is amended in the additional amount of \$5,831,200 for certain capital projects and contractual services.

DONE AND RESOLVED, this 2nd day of January, 2025 in regular session of the City Commission of the City of Eustis, Lake County, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 2nd day of January, 2025, by _____, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public - State of Florida
My Commission Expires:
Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-06 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

CITY OF EUSTIS
FY 2024 - CLOSING BUDGET BALANCES

Account Id	Description	FY 24 Carryover
GENERAL FUND		
001-4930-517-30-34	OPER EXP / TREE EXPENSES	46,700
001-7310-572-60-64	CAP OUTLAY / P&R INFORMATIONAL SIGNS/KEYLESS ENTRY	25,500
001-7320-572-60-18	CAP OUTLAY / P&R ADMIN DOORS	11,900
001-7320-572-60-64	CAP OUTLAY / P&R REFRIGERATOR	3,000
001-8600-581-94-33	MISCELLANEOUS PROJECTS /AMER. IN BLOOM	20,400
	GENERAL FUND TOTAL	107,500
SALES TAX FUND		
010-8600-513-60-01	CAP OUTLAY / CITY COMPUTER UPGRADE PROG	92,000
010-8600-517-60-01	CAP OUTLAY / PW BUILDING IMPROVEMENTS	211,200
010-8600-517-60-11	CAP OUTLAY / LOBBY IMPROVEMENTS	169,800
010-8600-519-60-53	CAP OUTLAY / NORTHSORE CULVERT	475,000
010-8600-522-60-11	CAP OUTLAY / FIRE FS 22 RENOVATION - CONCRETE	73,600
010-8600-536-60-01	CAP OUTLAY / FLOATING DOCK - PART OF SEAWALL CONTRACT	345,400
010-8600-538-60-05	CAP OUTLAY / EUSTIS ST AND DOANE AVE	110,000
010-8600-541-60-03	CAP OUTLAY / PW SIDEWALK PROJECT - CARDINAL	119,400
010-8600-541-60-04	CAP OUTLAY / PW STREET SEALING	84,400
010-8600-541-60-50	CAP OUTLAY / ROSENWALD GARDENS-COOLIDGE	1,600,100
010-8600-571-60-01	CAP OUTLAY / LIBRARY A/C	185,000
010-8600-572-60-22	CAP OUTLAY/RACQUET/TENN/BALL COURTS IMPR	10,800
010-8600-572-60-74	CAP OUTLAY / P&R CARVER PARK PLAYGROUND EQUIPMENT	87,700
010-8600-572-60-83	CAP OUTLAY / CARVER PARK IMPROVEMENTS FIELD LIGHTS	17,700
010-8600-572-60-85	CAP OUTLAY / P&R AQUATIC CENTER IMPROV.	59,100
010-8600-572-60-86	CAP OUTLAY / P&R SUNSET ISLAND IMPROVEM. PLAYGROUND	60,000
	SALES TAX FUND TOTAL	3,701,200
STREET IMPROVEMENT FUND		
013-4130-541-30-31	OPER EXP / PROFESSIONAL SVC	75,000
013-8600-541-64-12	CAP OUTLAY / TRAFFIC CALMING	78,700
	STREET IMPROVEMENT FUND TOTAL	153,700
COMMUNITY REDEVELOPMENT FUND		
014-8400-581-92-06	NON-DEPARTMENTAL / DEVELOPMENT INCENTIVE	114,000
014-8600-581-60-21	CAP OUTLAY / LAKE EUSTIS SEAWALL REHAB	376,300
014-8600-581-60-38	CAP OUTLAY / CRA SIDEWALK/TREE PLANTING	205,900
014-8600-581-60-46	CAP OUTLAY / CRA PALMETTO PLAZA PARK PH2	469,000
014-8600-581-60-47	CAP OUTLAY / BAY ST DRAINAGE IMPROV	145,000
014-8600-581-60-48	HOUSING REHAB	59,500
014-8600-581-60-49	CAP OUTLAY / CRA STREET REHABILITATION	49,100
014-8600-581-95-05	CARVER PARK BASKETBALL COURT PAVILLION	400,000
	CRA TOTAL	1,818,800
BUILDING SERVICES TOTAL		
020-1520-524-30-34	OPER EXP / OTHER CONTRACTUAL SVC	50,000
	BUILDING SERVICES TOTAL	50,000
	CARRY OVER AMENDMENT TOTAL	5,831,200



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: TOM CARRINO, CITY MANAGER

DATE: JANUARY 2, 2025

RE: RESOLUTION NUMBER 25-07: APPROVAL OF A COLLECTIVE BARGAINING AGREEMENT WITH THE EUSTIS PROFESSIONAL FIREFIGHTERS LOCAL 4731 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FIRE LIEUTENANT UNIT

Introduction:

Resolution Number 25-07 approves a collective bargaining agreement between the City of Eustis and the Eustis Professional Firefighters Local 4731 International Association of Firefighters Fire Lieutenant Unit for Fiscal Year 2023-2024 and authorizes the City Manager to sign said agreement.

Background:

Staff recommends approval of Resolution Number 25-07.

Recommended Action:

Eustis Fire Lieutenants unionized in 2021. The City and the Lieutenants Union, also referred to as the B-Unit, agreed to hold off on negotiations until negotiations with the Firefighters A-Unit were concluded. Following the conclusion of the A-Unit contract, the City and the B-Unit engaged in negotiations starting in February 2023. Since that time, the parties have developed a new contract for the bargaining unit. Below are some of the highlights from the contract:

Article 12 – Wages: Upon ratification, bargaining unit employees will receive a 2% wage increase to compensate them for concessions on pension. Paramedic pay is set at \$9,975 annually, or \$3.6194 per hour. Additionally, the three current lieutenant paramedics will receive an additional \$1,000 annually (or \$0.3628 per hour) added to their base salary and a one-time lump sum payment of \$2,000. Finally, the agreement lays out equity adjustments totaling \$28,350 for five current employees to be added to base salary upon approval of the agreement.

Article 14 – Annual (Vacation) Leave Accrual: Per direction from the City Commission to adjust the annual leave accrual process for all City employees, terms similar to those included in the PBA contract have been negotiated. Bargaining unit employees who have more than 552 hours of accrued annual leave as of the effective date of the agreement will have the excess hours placed in an excess annual leave account to be used in the same manner as other annual leave and can be carried over from year-to-year. Going forward, employees who continue to earn hours and have more than 552

hours of accrued annual leave as of the end of month of the employee's full time anniversary date, shall forfeit any time over 552 hours.

Article 20 – Pension: The B-Unit has agreed to pension terms similar to the A-Unit and the PBA. This includes adjusting member contributions to a sliding scale between 4% and 7.5% based on 16% of the City's contribution as of October 1 of each year. Additionally, new employees hired after the ratification will receive a 3% multiplier for service credit while existing employees will stay at the 4% multiplier.

Both the City and the B-Unit are seeking dates to begin negotiations on the next three year contract.

Alternatives:

1. Approve Resolution Number 25-07
2. Deny Resolution Number 25-07 and provide further direction to staff

Budget/Staff Impact:

The proposed equity and paramedic salary increases total approximately \$37,350. The 2% salary increases total approximately \$10,000 and are largely offset by increased pension contributions. The changes to the annual leave policy are difficult to quantify, but they should reduce the City's leave liability.

Any salary increases will be absorbed by the FY 24-25 budget.

Prepared By:

Tom Carrino, City Manager

RESOLUTION NUMBER 25-07

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EUSTIS AND EUSTIS PROFESSIONAL FIREFIGHTERS LOCAL 4731 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS FIRE LIEUTENANT UNIT FOR THE PERIOD OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024, AS SET FORTH IN EXHIBIT “A” AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT.

WHEREAS, the City of Eustis has entered into negotiations with the Eustis Professional Firefighters Local 4731 International Association of Firefighters Fire Lieutenant Unit (B-Unit); and

WHEREAS, the B-Unit and City administration entered into negotiations and have agreed to the proposed collective bargaining agreement, for the period October 1, 2023 through September 30, 2024, as indicated in Exhibit A and

WHEREAS, the members of the B-Unit have ratified the agreement; and

WHEREAS, the City Commission has reviewed and considered the proposed agreement and accepts the proposed terms for approval.

NOW, THEREFORE, BE IT RESOLVED that the City of Eustis Commission hereby approves and authorizes the City Manager to sign the Collective Bargaining Agreement as set forth in Exhibit “A”, between the City of Eustis and the Eustis Professional Firefighters Local 4731 International Association of Firefighters Fire Lieutenant Unit for the period October 1, 2023 through September 30, 2024.

DONE AND RESOLVED, this 2nd day of January 2025, in regular session of the City Commission of the City of Eustis, Lake County, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**

Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 2nd day of January 2025, by _____, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

 Notary Public - State of Florida
 My Commission Expires:
 Notary Serial No:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for the use and reliance of the City Commission of the City of Eustis, Florida, but I have not performed an independent title examination as to the accuracy of the legal description.

 City Attorney's Office Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-07 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Eustis Parks and Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

 Christine Halloran, City Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EUSTIS

AND

THE EUSTIS PROFESSIONAL FIREFIGHTERS

LOCAL 4731

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

(IAFF)

(FIRE LIEUTENANT UNIT)

FY 2023-24

ARTICLE 1
PREAMBLE

1. This Agreement is entered into by and between the CITY OF EUSTIS, hereafter referred to as the "City" and the EUSTIS PROFESSIONAL FIREFIGHTERS, IAFF, LOCAL 4731, hereafter referred to as the "Union."

2. This Agreement constitutes the entire agreement and understanding between the City and Union and shall not to be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both the City and Union.

ARTICLE 2
RECOGNITION

1. The City recognizes the Union as the exclusive bargaining agent for all City employees in the following bargaining unit:

INCLUDED: All employees in the classification of Fire Lieutenant.

EXCLUDED: All other City of Eustis employees.

Only Fire Lieutenants, hereafter referred to as the “bargaining unit employees,” shall be covered by the terms of this Agreement.

2. It is agreed and understood that Fire Lieutenants are supervisors whose primary duties may create a conflict of interest with the employees whom they supervise. It is, therefore, further agreed and understood that in the exercise of their supervisory duties and responsibilities, Fire Lieutenants at all times while on duty, in uniform and/or while otherwise representing the City, act in the best interest of the City as determined by the City Manager and/or the Fire Chief. Accordingly, Fire Lieutenants will be held accountable for the faithful and efficient performance of their supervisory duties and responsibilities. This paragraph shall not be interpreted or applied in a manner that interferes with bargaining unit employees’ rights to engage in concerted activity protected by applicable law.

ARTICLE 3
MANAGEMENT RIGHTS

1. Provided there is no express conflict with this Agreement, the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:
- A. Determine the purpose and organizational structure of the Fire and Rescue Service;
 - B. Exercise control and discretion over the organization and efficiency of operations of the Fire and Rescue Service;
 - C. Set minimum performance standards for service to be offered to the public;
 - D. Change, modify or alter the composition and size of the workforce;
 - E. Determine the location, methods, means and personnel by which operations are to be conducted;
 - F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so long as the duties, tasks and/or responsibilities remain within the generic scope of Fire and Rescue Services;
 - G. Change or modify the number, and types, and grades of positions or employees assigned to an organization, unit, division, department, or project;
 - H. Schedule the employees and establish the number and length of shifts to be worked, provided such action does not expressly conflict with Article 7, Paragraph 1;
 - I. Decide the scope of the service;
 - J. Hire, examine, classify and/or otherwise determine the criteria and standards of selection for initial employment;
 - K. Determine the number and types of positions as well as the number and types of positions in each classification, grade, step or designation in any plan which is or may be developed by the City;
 - L. Lay off and/or relieve employees from duty in accordance with City policies, provided such action does not expressly conflict with Article 12;
 - M. Recall employees in accordance with City policies, provided such action does not expressly conflict with Article 12;
 - N. Determine the allocation and content of job classifications; and determine all training

- parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- O. Formulate and/or amend job descriptions consistent with this Agreement;
 - P. Formulate, modify, amend and implement such rules and regulations as the City and/or the department deem necessary to operate the department efficiently, provided such action does not expressly conflict with the provisions of this Agreement;
 - Q. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
 - R. Contract and/or subcontract any existing or future work;
 - S. Create, expand, reduce, alter, combine, assign, or cease any job;
 - T. Determine whether and to what extent the work required in its operation shall be performed by employees covered under this Agreement;
 - U. Control the use of equipment and property of the City and determine the number and classifications of employees assigned to any shift, station or piece of equipment;
 - V. Determine the maintenance procedures, materials, facilities, and equipment to be used and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
 - W. Take whatever action may be necessary to carry out the mission and responsibility of the City in emergency situations;
 - X. Maintain the efficiency of the operations of the Department;
 - Y. Exercise such additional management rights and prerogatives as may subsequently be determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.
2. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.
3. Should the Union desire to assert the right, if any, to engage in impact bargaining over the City's exercise of a management right, the Union will provide the City with written notice of its desire, prior to the effective date of the City's action, and shall identify with specificity any and all negotiable impacts. A request to impact bargain will not delay the implementation of the

City's action; however, the implementation of the City's action shall not act as a bar to impact bargaining to the extent such is required by applicable law.

ARTICLE 4
SEVERABILITY

1. If any provision of this Agreement is rendered or declared invalid by any court of the Florida Public Employees Relations Commission action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 5
RULES AND REGULATIONS

1. Except as modified by a specific provision of this Agreement, the employees covered hereunder shall comply with all applicable rules, regulations, policies, procedures, orders, and practices of the City and the Fire Department.

2. If the City or the Fire Department amends, creates, or deletes existing rules, regulations, policies, procedures, orders, or practices, written notice shall be provided to the Union at least 30 days in advance, except in instances which could affect life and/or safety, in which case advance notice will be provided as soon as possible. To the extent required by law, the parties will impact bargain.

ARTICLE 6
HOURS OF WORK AND OVERTIME

1. Bargaining unit employees shall be assigned to twenty-four (24) hour shifts, which will consist of 24 hours on-duty and 48 hours off-duty, with three (3) shifts (A, B and C) on a rotating cycle. In emergency situations, the Fire Chief may adjust work shifts, as needed, on a temporary basis.

2. Effective the beginning of the first pay period after the ratification of this Agreement by both parties, all bargaining unit employees shall be converted from overtime exempt to hourly employees. Overtime for bargaining unit employees shall be calculated based on a fourteen (14) day cycle as provided in Section 7(k) of the Fair Labor Standards Act. Overtime shall be paid to Bargaining unit employees at the rate of time and one-half for all hours in excess of 106 (one hundred and six) hours actually worked in a fourteen (14) day cycle.

3. Employees called back to work during their scheduled off-duty time shall be paid at a rate of time and one-half for hours worked or double time for hours worked on the calendar date of an official City holiday.

4. Bargaining Unit Members awarded the duties and responsibilities of either a Quality Assurance Officer or Field Training Officer are to be compensated at the rate of \$0.67 per hour worked. This amount is not included in the base rate of pay and is not subject to any pay adjustment during the current three-year contract period. These individuals shall fulfill and complete the tasks as defined within Eustis Fire Department Standard Operating Procedure #520: Quality Assurance Officer and Field Training Officer. Individuals assigned these duties shall be responsible for maintaining their credentials and meeting the requirements. They are to notify the Department of any lapses in such certification. An individual whose certification lapses shall

discontinue receiving the incentive pay, unless arrangements or issues have been made or addressed ahead of time.

5. Effective the beginning of the first pay period after the ratification of this Agreement by both parties, employees promoted to Fire Lieutenant will no longer be credited with an additional 156 hours of pay upon their promotion.

6. Utilization of overtime, assignment of overtime, and selection of personnel to work overtime shall be at the discretion of management in a fair and equitable manner.

ARTICLE 7
BULLETIN BOARDS

1. The Union shall utilize the existing union bulletin boards to post only the following:
 - A. Notice of Bargaining Unit meetings;
 - B. Notice of Bargaining Unit elections and results;
 - C. Copies of the Bargaining Unit's constitution and by-laws and amendments thereto;
 - D. Notice of Bargaining Unit recreational and social affairs;
 - E. Notice of dues increases;
 - F. Copies of the Agreement;
 - G. Names of Bargaining Unit officials (and changes thereto);
 - H. Minutes of Bargaining Unit meetings.

2. A copy of all material posted on the bulletin board shall be submitted to the Fire Chief, or his designee, for review simultaneous with posting. Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City, the Fire Department, or any of their elected or appointed officials or employees. All materials posted on the bulletin board shall be signed and dated by a Union representative. Materials not complying with the foregoing will not be posted, and if posted, will be subject to removal by the Fire Chief or his designee. The Union agrees to monitor the posting of materials on the bulletin board and to maintain the bulletin board in a neat and orderly manner.

ARTICLE 8
DUES DEDUCTIONS

1. Any bargaining unit employee who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City may by request in writing, have membership dues deducted from his wages each pay period. Dues so deducted shall be forwarded by the City to the Union Treasurer within thirty (30) calendar days of the deduction. However, the City shall not have responsibility or liability for monies sent to the Union, nor shall the City have any responsibility or liability for the improper deduction of dues. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of any action taken or not taken by the City to comply with the provisions of this Article.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, upon thirty (30) calendar days written notice to the City, require that the City cease making deductions from his or her wages.

ARTICLE 9
SENIORITY

1. Departmental Seniority, as used herein, is defined as the time accruing to bargaining unit employees through continuous fulltime service while employed by the Department.

2. Rank Seniority, as used herein, is defined as the time accruing to bargaining unit employees in a specific rank and shall start on the day of promotion to that rank.

3. Seniority shall continue to accumulate during approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.

4. Departmental and rank seniority shall be used only for the purposes specified in this Agreement.

5. In the event that two (2) or more bargaining unit employees on the same shift request the same time period off and the requests are received at the same time, the bargaining unit employee with the highest rank seniority will be given preference. When multiple bargaining unit employees on the same shift, with the same rank seniority, request the same time off, the Fire Chief or his designee will make the final decision. The Fire Chief or designee shall respond to the request for leave within a reasonable time.

6. Once a request for vacation is approved, a request by a more senior bargaining unit employee on the shift or specialty unit may not override the approval.

7. A bargaining unit employee who is laid off and recalled within 90 days, shall have their seniority date adjusted to include their previous years of service, less any corresponding loss of employment during the layoff.

ARTICLE 10
LAYOFFS

1. In the event that the City has to lay off employees in Fire Lieutenant bargaining unit, such layoffs shall be governed by the City's Personnel Rules and Regulations.
2. Bargaining unit employees shall be subject to recall in accordance with the City's Personnel Rules and Regulations.
3. Bargaining unit employees who are laid off shall receive preferential recall consideration for positions within the Fire Lieutenant bargaining unit for twelve (12) months following the effective date of the layoff.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURES

1. Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement, unless such order clearly places the employee's life in unnecessary danger.

2. A grievance is defined as a dispute regarding the interpretation or application of an express provision of this Agreement. As such, grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. No grievance will or need be entertained or processed which does not meet this definition, is not presented in the manner described herein, and/or is not filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or the Union. In either case, the procedure to be followed will be the same. The grievant (whether it be the Union or an individual employee) and management may agree to waive Step One in any grievance.

3. Grievances will be processed in the following manner and strictly in accordance with the following stated time limits:

STEP ONE: An aggrieved employee or the Union shall present in writing the grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the event(s), which gave rise to the grievance (with the date of the event being day one) on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure (Attachment 2). Upon mutual agreement, the Fire Chief may extend this time period. The grievance shall be signed by the employee and shall state: (a) the date(s) of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs allegedly violated; (c) a statement of the specific facts pertaining to or giving rise to the

alleged grievance; (d) The names of all witnesses to the events pertaining to or giving rise to the alleged grievance; and (e) the specific relief requested. The Chief shall meet with the grievant (whether it be an individual employee or the Union), who may be accompanied by another person of his choosing, and within fourteen (14) calendar days after such meeting, render his decision on the grievance in writing, with copies to the grievant (if an individual employee), the Union and the Human Resources Director.

STEP TWO: Any grievance which cannot be satisfactorily settled in STEP ONE above shall then be taken up with the City Manager or his designee. The grievance, as specified in STEP ONE above, shall be filed with the City Manager within fourteen (14) calendar days after the due date of the Fire Chief's decision in STEP ONE above. The City Manager shall meet with the grievant (whether it be an individual employee or the Bargaining Unit), who may be accompanied by another person of his choosing and shall issue his decision in writing on the grievance within fourteen (14) calendar days after such meeting with copies to the grievant (if an individual employee), the Bargaining Unit, the Fire Chief and the Human Resources Director.

4. If the Union is not satisfied with the City Manager's decision in STEP TWO of the grievance procedure, the Union on its own behalf or on behalf of the individual employee may request arbitration by submitting written notice to the City Manager by hand delivery or by certified or registered mail, within fourteen (14) calendar days of receipt of the City Manager's decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed in STEP ONE of the grievance procedure.

5. Within fourteen (14) calendar days from receipt of such notice of arbitration, the parties shall meet to request a list of nine (9) qualified arbitrators who reside within the State of Florida from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

6. As promptly as possible after the arbitrator has been selected, he or she shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, as well as the City and the Union, in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fees and expenses of the arbitrator shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

7. The arbitrator shall confine his or her consideration and determination to the written grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority to substitute his judgment for that of management in any area identified in this Agreement or by law as a management right and/or change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

8. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

The party filing the grievance shall, at all times, have the burden of proof that the other party violated the specific provision(s) of this Agreement or the City of Eustis personnel rules and regulations, alleged in Step One. The decision of the arbitrator shall be binding, subject to any appeal or review rights. Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court, under applicable law.

9. No decision of any arbitrator or the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of wages that remains budgeted for the position of the particular employee involved, less any unemployment compensation and/or interim earnings that he may or might have received during the period involved.

10. It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant.
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only facts disputed as to the timing will be subject to any arbitration resulting from the matter. A grievance which is, for any reason, not the subject of a timely response by the City or by the Department shall be deemed denied at that step and the grievant may proceed to the next step. The failure of the grieving party to proceed on a timely basis to the next step shall bar the grievance.
- C. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery or electronic mail

during the hours of 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be required for compliance with prescribed time limits if the designated official is not personally available for service.

11. Bargaining unit employees and/or the Union may not avail themselves of the grievance and arbitration procedures set forth in this Agreement with respect to any matters which are not expressly covered by this Agreement, such as employee discipline.

12. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of the same operative facts as the lawsuit or the administrative charge/complaint.

ARTICLE 12
WAGES

1. Bargaining unit employees have already received their Fiscal Year 2023-2024 pay increases. No further pay increases will be provided for Fiscal Year 2023-2024, except as provided below.

2. Upon ratification of this Agreement by both parties, bargaining unit employees will be assigned hourly rates of pay by dividing their current salary by 2912 hours. Thereafter, bargaining unit employees will be treated as 2756-hour employees.

3. The range minimums and maximums for the classification of Fire Lieutenant for the duration of this Agreement shall be \$20.9333 minimum and \$31.4707 maximum.

4. Upon ratification of this Agreement by both parties, bargaining unit employees will be provided a 2% increase to their base rate of pay.

5. Bargaining unit employees who are certified and protocolled paramedics shall receive paramedic pay of \$9,975 (\$3.6194 per hour) annually so long as they remain certified and protocolled in good standing. Upon ratification of this Agreement by both parties, Mike Buschor, Jordan Burkholder, and Jerry Donaldson will receive an additional \$1,000 (\$0.3628 per hour) in annual paramedic pay that will be reflected as an increase in their hourly rate of pay. Paramedic pay shall not count against the pay range maximum. Additionally, Mike Buschor, Jordan Burkholder, and Jerry Donaldson will receive a one-time \$2,000 lump sum payment not added to their hourly rate of pay in lieu of any retroactive paramedic pay. Employees receiving paramedic pay cannot voluntarily relinquish their paramedic status absent prior written approval from the Fire Chief.

6. Upon ratification of this Agreement by both parties, the following bargaining unit employees shall be provided the following pay adjustments added to their base hourly rate. These pay adjustments shall not count against the pay range maximum.

- A. Chad Williamson - \$4,200 (\$1.5239 per hour)
- B. Mike Buschor - \$6,300 (\$2.2860 per hour)
- C. Brad Carroll - \$6,300 (\$2.2860 per hour)
- D. Jordan Burkholder - \$6,300 (\$2.2860 per hour)
- E. Jerry Donaldson - \$5,250 (\$1.9049 per hour)

7. Employees promoted to Lieutenant shall continue to receive a 10% pay increase or the minimum of the Lieutenant pay range, whichever is greater.

ARTICLE 13
BARGAINING UNIT BUSINESS

1. Bargaining Unit members shall be paid by the City only when they perform assigned fire and rescue duties and/or work directed by the City. To the extent that these employees wish to perform Bargaining Unit duties (such as attending Union conventions, conferences, meetings, etc., or other activities agreed upon by the City) during their normal work schedules, they may utilize annual leave or shift exchange; provided, however, that they comply with the rules otherwise applicable to such leave and shift exchanges. A grievant (other than the Bargaining Unit) may attend the grievance set forth in steps one through two of Article 14 of this Agreement without having to utilize annual leave or shift exchange, if the City schedules the meetings during the grievant's regular working hours. The City will attempt to schedule the grievance meetings set forth in steps one through two of Article 11 of this Agreement during the grievant's regular working hours. A grievant may have a Bargaining Unit representative at these meetings; however, the City shall not be obligated to pay the Bargaining Unit representative, unless the meetings are held during that person's scheduled hours of work.

2. The Bargaining Unit may hold regular Bargaining Unit meetings at the fire station, provided they are scheduled in advance with the Fire Chief. These meetings must not interfere with Fire Department emergency incidents and must be conducted between the hours of 1700 to 2200 hours.

ARTICLE 14
ANNUAL (VACATION) LEAVE ACCRUAL

1. Bargaining unit employees shall accrue annual leave at the rate of 11.2 hours per month of employment.

2. A bargaining unit employee who is hired on or before the 15th day of the month shall accrue 11.2 hours annual leave for that month. A bargaining unit employee who is hired after the 15th day of the month shall not accrue annual leave for that month.

3. Bargaining Unit members shall accrue annual leave based on their years of employment in accordance with the following chart.

	0-6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years	15 Years	20+ Years
Hours per Month (2912 hour per year schedule)	11.20	12.13	13.07	14.0	14.93	15.87	16.8	18.9	21.99

4. The maximum annual leave accrual for bargaining unit employees that can be carried over from year to year is 552 hours. Accrued leave in excess of 552 hours at the end of the last day of the month of their full-time hire anniversary date shall be forfeited. Bargaining unit employees who have more than 552 hours of accrued annual leave as of the effective date of this Agreement will have the leave in excess of 552 hours placed in an excess annual leave account to be used in the same manner as other annual leave.

5. The use of annual leave in conjunction with a bargaining unit employee's anticipated separation from employment is subject to the prior written approval of both the Fire Chief and the City Manager and is limited to 240 hours.

6. Bargaining unit employees who retire or resign in good standing shall receive payment of accrued unused annual leave not to exceed 200 hours. Accrued leave in excess of 200 hours shall be forfeited at the time of separation from City employment.

ARTICLE 15
HOLIDAYS

1. The following holidays are authorized as official City holidays:

New Year's Day

Martin Luther King's Birthday (Observed)

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Thanksgiving Friday

Christmas Eve

Christmas Day

Personal Holiday

2. Bargaining unit employees who work on an official City holiday shall be paid at one and one half (1.5) times their regular hourly rate for time worked on the calendar date of that holiday.

3. Bargaining unit employees who are assigned to work a 2912 hour per year schedule shall be eligible for one hundred forty-four (144) hours paid time off for holidays at their regular rate of pay. One hundred forty-four (144) hours paid time off shall be credited to these members each year on October 1st and can be used from October 1st to September 30th each year. Unused paid time off is not eligible to be carried over from year to year and is forfeited at the end of the fiscal year.

4. Paid time off for holidays will only be approved when it does not disrupt the essential services of departmental operations and does not create an overtime expense for the City.
5. Paid time off for holidays shall be charged in no less than four (4) hour increments.
6. Paid time off for holidays will not be approved following resignation or during the last two (2) weeks of employment and is not eligible for reimbursement upon separation from the City.
8. During the initial twelve (12) months of their employment with the City, bargaining unit members are not entitled to paid time off for holidays.
9. Bargaining unit employees who satisfactorily complete their initial probationary period shall be credited 10 hours paid time off for each month remaining in the fiscal year, from the date they completed their probation until October 1st.
10. Paid time off for holidays shall not count as hours worked for overtime purposes.

ARTICLE 16
SICK LEAVE ACCRUAL

1. Bargaining unit employees who are assigned to work a 2912-hour schedule shall accrue 24 hours sick leave for the first month of employment, 0 hours for the second month and then beginning with the third month of employment, 12.0 hours per month of employment.

2. Bargaining unit employees who are assigned to work a 2912-hour per year schedule and who is hired on or before the 15th day of the month shall accrue 24 hours sick leave for that month. A bargaining unit employee who is hired after the 15th day of the month shall not accrue sick leave for that month, but will begin accrual as specified in Section 1 above with the following month.

3. Payment for accrued sick leave upon separation from employment shall be in accordance with Section 6.04(F) of the City's Personnel Rules and Regulations.

ARTICLE 17
SANITATION, MAINTENANCE, UPKEEP AND CLOTHING ALLOWANCE

1. The City agrees to supply and make available reasonable materials for day-to-day maintenance, cleaning and upkeep of the fire station. The City also agrees to supply reasonable items, as determined by the Fire Chief, necessary to maintain the satisfactory condition of the living quarters.

2. Personal Protective Equipment and Clothing Allowance

Definitions:

Clothing Allowance is defined as the amount of money an employee is awarded annually to spend towards the maintenance and replacement of their personal uniform inventory through a vendor, which will be selected and identified by the Department.

- a. All employees will receive the set clothing allowance every October 1st.
- b. There is no unused carry over option.
- c. New hires will receive the set clothing allowance as listed under process within this article.
- d. Clothing allowance is set at \$600 including footwear. Vendor shall be the organization or business that the Department selects to maintain and administer its clothing allowance program. The vendor and list of items and clothing available and approved to be purchased with the clothing allowance shall be listed on "Table 2 - Available Uniform and PPE Items" of this article.

PPE or personal protective equipment is listed as equipment required by personnel to perform their duties safely and efficiently. Damaged PPE will be replaced as needed by the Department unless it is determined that there is gross negligence on the employee's part.

3. Process:

Upon employment, a new hire Fire Lieutenant will receive the personal protective equipment and clothing as listed within "Table 1 - New Hire PPE and Uniform Detail" of this

Article.

All bargaining unit employees shall receive an annual Clothing Allowance as listed in definitions. The intent of this allowance is for the replacement and maintenance of an employee's personal uniform inventory. It is understood that any additional cost in excess of the set amount will be incurred by the employee at the time of purchase from the vendor.

Items which are available for purchase via the vendor and clothing allowance process can be changed and addressed as needed with the approval of the Fire Chief. Changes and additions that are approved shall be posted through email.

New hires will be eligible for a uniform allowance at the following rates:

- a. If an individual is hired before the April 1st in any given cycle, they shall receive 50% of clothing allowance in addition to the initial uniforms and personal protective equipment received at the time of hire.
- b. If an individual is hired on or after April 1st then they will have to wait for the next cycle before receiving a uniform allowance.

It is understood that the Fire Chief has the latitude to approve the purchase of uniforms and personal protective equipment beyond the clothing allowance.

4. Separation:

Upon termination of employment with the Department, all issued articles of clothing and equipment will be returned by the employee to the Department. The cost of unreturned items may be deducted from the final check at what would be considered current cost of replacement.

Employees that serve 20 or more years with the Department and separate under good standing may be allowed keep their issued helmet as a memento and appreciation for their service with the Department.

Table 1 - New Hire PPE and Uniform Detail

Item Description	Additional Info	Sorting Factor	Amount
Work Pant	TruSpec	Issued	2
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued	1
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued	1
Tie (Black)	Clip on or regular	Issued	1
Hat (Dress)		Issued	1
Belt (Dress)		Issued	1
Duty Belt		Issued	1
Short Sleeve Tee Shirt	Regular Tee	Issued	5
Long Sleeve Tee Shirt		Issued	2
Duty Shorts	TruSpec	Issued	2
Sleep Work/Short		Issued	2
Baseball Cap		Issued	1
Set of rank insignia		Issued	2
Badge		Issued	2
Metal Name Plate		Issued	2
Work Jacket	Winter Jacket	Issued	1
SCBA Mask	MSA	PPE	1
Work Gloves	Extrication type	PPE	1
Fire Gloves		PPE	1
Bunker Coat and Pant		PPE	1
Bunker Boots		PPE	1
Fire Helmet and Shield		PPE	1
Nomex hood		PPE	2
Suspenders		PPE	1
Dress Coat/Pants	Employee will return the jacket and reimburse the City for the cost of the jacket if employee does not complete the initial probationary period	Issued	1
Duty Footwear	Boot or Shoe	Issued	1
Brush Boot	Safety Boot	PPE	1
Two Piece Brush Gear		PPE	1
Rain Coat/Gear		Issued	1

Table 2 - Available Uniform and PPE Items

Item Description	Additional Info	Sorting Factor
Collard Polo		Optional
Work Pant	TruSpec	Issued
Button-up Short Sleeve	Additional \$7 for zipper in price	Issued
Button-up Long Sleeve	Additional \$7 for zipper in price	Issued
Tie (Black)	Clip on or regular	Issued
Belt (Dress)		Issued
Duty Belt (TRT)		Optional
Short Sleeve Tee Shirt	Beefy Tee	Optional
Short Sleeve Tee Shirt	Regular Tee	Issued
Long Sleeve Tee Shirt		Issued
Duty Shorts	TruSpec	Issued
Sleep Work/Short		Issued
Sweatshirts		Optional
Baseball Cap		Issued
Rain Gear/Coat		Optional
Set of rank insignia		Issued
Badge		Issued
Metal Name Plate		Issued
Work Jacket	Winter Jacket	Issued
SCBA Mask	MSA	PPE
Work Gloves	Extrication type	PPE
Fire Gloves		PPE
Bunker Coat and Pant		PPE
Bunker Boots		PPE
Fire Helmet and Shield		PPE
Nomex hood		PPE
Suspenders		PPE
Dress Coat	Issued after end of probation	Issued
Duty Footwear	Boot or Shoe	Issued
Brush Boot	Safety Boot	PPE
Two Piece Brush Gear		PPE

Issued=Items that are listed as New Hire Items

PPE=Items that can be purchase but are considered PPE

Optional=Items that are not issued but are approved for purchase via vendor program

ARTICLE 18
HEALTH, LIFE AND DENTAL INSURANCE

1. The City shall provide health, life and dental benefits (including related insurance) to the bargaining unit employees under the same terms and conditions as are applicable to other City employees. If the City should change the terms and conditions of the aforesaid benefits, including but not limited to employee premiums and benefits, the employees covered hereunder will be subject to such changes on the same basis as other city employee.

2. Bargaining unit employees are required to participate in an annual wellness examination by a company, process or method as determined by the Fire Department. The wellness examination shall include the following and the result of which shall be provided to the Department of Human Resources upon completion of the examination.

- a. Complete examination of all their body parts
- b. Complete blood count
- c. Complete metabolic panel
- d. Lipid panel
- e. If male and over 40 years old, PSA
- f. Chest x-ray
- g. EKG
- h. Spirometer
- i. Pure tone audiometry air
- j. Urinalysis
- k. Automated hemogram
- l. TB intradermal test (Optional)
- m. Hepatitis C AB test

ARTICLE 19
WORK STOPPAGES

1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations, sick-outs, picketing of the residence of public officials, or other job actions or refusal to perform assigned work authorized by this Agreement by the employees covered under this Agreement.

2. The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City.

3. The Bargaining Unit recognizes that the City and the employees covered hereunder are responsible for and engaged in activities which are the basis of the health and welfare of the City's citizens and that therefore, any violation of this Article would give rise to irreparable damage to the City and the public at large.

ARTICLE 20
PENSION

1 Bargaining unit employees shall be provided pension benefits through the City of Eustis Municipal Firefighters' Pension and Retirement System as codified in Chapter 70, Article III of the Code of Ordinances, unless specifically altered herein, which includes the following:

- A. Member Contributions- Beginning the effective date of this Agreement, bargaining unit employees shall contribute between 4.0% and 7.5% of their annual compensation to the Firefighters' Pension and Retirement System. The members contribution percentage shall be calculated based on the members paying 16% of the City's required contribution percentage as determined by the Pension and Retirement System's actuary as of October 1 of each year.
- B. Normal Retirement Benefits- Bargaining unit employees hired after the date of ratification of this agreement will receive a 3% multiplier of average final compensation times credited service. No change in the current 4% multiplier will impact any bargaining unit employee hired before the date of ratification of this Agreement.
- C. Disability Benefit- The Firefighters' Pension and Retirement System shall be amended to provide that the bargaining unit employees' base disability pension rate will be 45% and increased by 2% each full year of the member's service, up to the maximum rate of service of 65%. The disability pension rate for a disability resulting from malicious or intentional acts against the bargaining unit member on duty or from active firefighting, or from a non-preventable traffic crash shall remain at 65%.

ARTICLE 21
EMPLOYEE TESTING

1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the City's Drug Free Workplace Policy.
2. The City maintains the right to require any bargaining unit employee, at the City's expense, to undergo a fitness-for-duty test (physical and/or psychological) with a City-selected healthcare provider based on the Fire Chief or designee's articulable concern that the employee may not be fit for duty. Additionally, the City maintains the right to require any bargaining unit employee, at the employee's expense, to provide a fitness-for-duty clearance from their healthcare provider to return to work after an being absent due to a physical and/or psychological ailment or condition, or to return to full duty from modified or light duty.

ARTICLE 22
TOBACCO USE

1. It is understood that smoking and/or the use of any and all tobacco or nicotine products is a known hazard to the health of bargaining unit employees. The purpose of this Article is to reduce the number of health insurance claims related to the use of tobacco and nicotine products and to provide bargaining unit employees the benefits of the Florida cancer presumption for firefighters.

2. All bargaining unit employees must abstain, as a condition of employment, from the use of tobacco, nicotine, and tobacco or nicotine products, including vaping, both on-duty and off-duty.

ARTICLE 23
ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. If either the City or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing no later than June 1st, 2024, or prior to the termination date of this Agreement. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter, until timely notice by June 1st of the extended contract year is given of a party's intent to renegotiate this Agreement. Should June 1st fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

3. Nothing herein shall preclude the parties from mutually agreeing in writing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

4. This Agreement shall become effective on the ratification of this Agreement by both parties or the beginning of the first pay period after October 1, 2023, whichever is later, and

shall remain in effect until September 30, 2024, unless this Agreement is extended pursuant to paragraph 2. This Agreement supersedes all other agreements between the parties.

SIGNATURE PAGE

FOR THE CITY:

FOR THE UNION:

City Manager

President Local 4731

Date

Date

Human Resources Director

Representative Local 4731

Date

Date

ATTEST:

Approved by the Eustis City Commission by Resolution _____ on the _____ day of

_____.



City of Eustis

P.O. Drawer 68 • Eustis, Florida 32727-0068 • (352) 483-5430

TO: EUSTIS CITY COMMISSION

FROM: Tom Carrino, City Manager

DATE: January 2, 2025

RE: Resolution Number 25-01: Appointing Commissioners to various Boards and Committees

Introduction:

Resolution Number 25-01 appoints Commissioners to a number of civic and public committees and Boards of Directors to ensure that the City has representation on these important entities.

Background:

Commissioners have historically represented the City on various committees and Boards of Directors. Attached is a list of all the organizations along with a description of the organization's purpose and who served during previous years.

Prior to 2020, the Chamber of Commerce bylaws required that a Commissioner be appointed as the liaison to their Executive Board to represent the City; however, they changed their bylaws and requested that the City Manager or his designee represent the City. Therefore, this position will no longer appear in the resolution. Unless the Commission decides otherwise, whomever is serving as City Manager will act as the City's representative to the Chamber Executive Board.

Recommended Action:

Staff recommends approval of Resolution Number 25-01 with the selected Commission designees.

Attachments:

Resolution Number 25-01
2025 Board and Committee Descriptions and Appointments

Prepared By:

Christine Halloran, City Clerk

RESOLUTION NUMBER 25-01

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, TO APPOINT LIAISONS, DIRECTORS OR MEMBERS AND ALTERNATE DIRECTORS OR MEMBERS TO VARIOUS COMMITTEES AND BOARDS OF DIRECTORS TO ENSURE THAT THE CITY'S INTERESTS, AS EXPRESSED THROUGH THE CITY COMMISSION, ARE REPRESENTED ON THESE VARIOUS COMMITTEES AND BOARDS.

WHEREAS, the City Commission has determined that they would like to appoint a liaison to America In Bloom; and

WHEREAS, the City Commission has determined that they would like to appoint a Member and Alternate to the City's Audit Committee, Lake Community Action Agency, Inc. Board of Directors (LCAA), the Lake County Arts and Cultural Alliance, the Lake County Educational Concurrency Review Committee; and

WHEREAS, the City Commission has determined that they would like to appoint a Director and Alternate Director to the Lake County League of Cities Board of Directors; and

WHEREAS, the City Commission has determined that they would like to appoint a Member and Alternate Member to the Lake-Sumter Metropolitan Planning Organization (MPO) Governing Board; and

WHEREAS, the City Commission has determined that they would like to appoint the City Manager or his designee to the Lake Eustis Area Chamber of Commerce Board; and

WHEREAS, the City Commission has determined that they would like to appoint a City Liaison and Alternate to Open Door; and

NOW, THEREFORE, the City Commission hereby appoints the following Commissioners as their duly appointed representatives as follows:

1. Commissioner _____ is appointed as the Commission liaison and _____ as Alternate to America In Bloom;
2. Commissioner _____ is appointed as a Member of the City's Audit Committee;
3. Commissioner _____ is appointed as Primary Representative of the Lake Community Action Agency, Inc. Board of Directors (LCAA);
4. Commissioner _____ is appointed as the City's liaison and _____ as Alternate to the Lake County Arts and Cultural Alliance;
5. Commissioner _____ is appointed to the Lake County Educational Concurrency Review Committee;

- 6. Commissioner _____ is appointed as the Director and Commissioner _____ as the Alternate Director to the Lake County League of Cities Board of Directors;
- 7. Commissioner _____ is appointed as the Member and Commissioner _____ as the Alternate Member to the Lake-Sumter MPO Governing Board;
- 8. City Manager, Tom Carrino, or his designee is appointed to the Lake Eustis Area Chamber of Commerce Board; and
- 9. Commissioner _____ is appointed as City Liaison and Commissioner _____ as the Alternate to Open Door.

DONE AND RESOLVED this 2nd day of January 2025, in regular session of the City Commission of the City of Eustis, Florida.

CITY COMMISSION OF THE CITY OF EUSTIS, FLORIDA

Mayor/Commissioner

ATTEST:

Christine Halloran, City Clerk

CITY OF EUSTIS CERTIFICATION

**STATE OF FLORIDA
COUNTY OF LAKE**

The foregoing instrument was acknowledged before me, by means of physical presence, this 2nd day of January 2025, by _____, Mayor, and Christine Halloran, City Clerk, who are personally known to me.

Notary Public- State of Florida
My Commission Expires:
Notary Serial No.:

CITY ATTORNEY'S OFFICE

This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.

City Attorney's Office

Date

CERTIFICATE OF POSTING

The foregoing Resolution Number 25-01 is hereby approved, and I certify that I published the same by posting one copy hereof at City Hall, one copy hereof at the Eustis Memorial Library, and one copy hereof at the Parks & Recreation Office, all within the corporate limits of the City of Eustis, Lake County, Florida.

Christine Halloran, City Clerk

Date

CITY COMMISSION BOARD AND COMMITTEE MEMBERS

America In Bloom (Lake County Chapter)

America in Bloom (AIB) believes that communities are more welcoming and vibrant with colorful plants and trees in clean environments. But it's not just about plants! They also encourage celebrating your town's unique heritage and beautifying your community through volunteerism. The Committee's programs promote beautification, clean communities, and celebrating community. America In Bloom (AIB) promotes nationwide beautification through education and community involvement by encouraging the use of flowers, plants, trees, and other environmental and lifestyle enhancements. AIB envisions communities across the country as welcoming and vibrant places to live, work, and play – benefiting from colorful plants and trees; enjoying clean environments; celebrating heritage; and planting pride through volunteerism.

2025 –

2024 – Emily Lee as City Commission liaison and Nan Cobb as Alternate

2023 – Nan Cobb and Emily Lee as City Commission liaisons (Emily Lee is backup)

2022 – Nan Cobb and Emily Lee as City Commission liaisons (unofficial)

Audit Committee

Appointed by the City Commission; meets with auditors in March; Commission's representative regarding the audit. This position is usually held by the Mayor.

Contact: Lori Carr, Finance Director, carrl@eustis.org (352) 483-5440

2025 –

2024 – Michael Holland

2023 – Michael Holland

2022 – Michael Holland

Lake Community Action Agency, Inc. Board of Directors (LCAA)

Representative appointed by the City Commission annually; meets monthly; function is to review and approve all actions of the LCAA; LCAA By-Laws state – a public official who is appointed by his/her colleagues to serve may select a representative to serve in his/her place or in his/her absence. This representative need not be a public official themselves, but they shall have full authority to act for the public officials who they represent at meetings of the Board. Meets on the last Wednesday of each month at 5:30 p.m. in the Main Office located at 501 N. Bay Street.

Contact: Helen Ellis, Executive Secretary to the Board, HelenE@lakecaa.org, and James Lowe, Executive Director, JamesL@lakecaa.org, 357-3497.

2025 –

2024 – Willie Hawkins as Primary Representative

2023 – Willie Hawkins as Primary Representative

2022 – Willie Hawkins as Primary Representative; Karen LeHeup-Smith as Alternate

Lake County Arts and Cultural Alliance

The purpose of this board is to elevate community awareness and appreciation of the arts in Lake County. Board consists of 15 members, one from each municipality and one at-large member appointed by the Board of County Commissioners. The representative is appointed by the City Commission for a three-year term. Nan Cobb was previously appointed as an alternate to this committee and subsequently became the liaison.

Contact: Tiffani Hubbert, Office of Visit Lake, PH: 352-742-3924

2025 –

2024 – Nan Cobb; Pam Rivas as Alternate

2023 – Nan Cobb; Pam Rivas as Alternate

2022 – Nan Cobb; no Alternate

Lake County Educational Concurrency Review Committee

Representative appointed by the City Commission annually; meets at least annually (December – first or second week usually) but more often if needed, and will hear reports and discuss issues concerning school concurrency; members may be elected officials or citizens. Currently, all cities are represented by an elected official.

Contact: Dawn McDonald, Senior Planner, Lake County School District,
mcdonaldd@lake.k12.fl.us, 253-6694.

2025 –

2024 – Willie Hawkins

2023 – Willie Hawkins

2022 – Willie Hawkins

Lake County League of Cities Representative

Appointed by the City Commission; meets for luncheon/meeting (noon) on the 2nd Friday of each month at Mount Dora Golf Course, 1100 S. Highland St., Mount Dora; function is to resolve localized municipal issues; the By-Laws provide that each member may designate one elected official to serve as the Director and that Director shall exercise that member city's vote on the Board of Directors. Contact: Jim Myers, Executive Director,
LakeLeague1@comcast.net.

2025 –

2024 – Michael Holland as Director and Emily Lee as Alternate Director

2023 – Michael Holland as Director and Emily Lee as Alternate Director

2022 – Michael Holland as Director and Emily Lee as Alternate Director

Lake-Sumter Metropolitan Planning Organization (MPO) Governing Board

Representative appointed by City Commission; typically meets on the 4th Wednesday of every other month at 2:00 p.m. at their office located at 1300 Citizens Blvd. Suite 175, Leesburg, FL 34748; it provides a forum for cooperative decision-making concerning transportation issues throughout the urbanized area of Lake and Sumter counties. The Governing Board is made up of 13 voting representatives and 9 non-voting representatives. All voting representatives shall be elected officials of general-purpose local governments and be selected by said governing board. Term shall be four years. A member may be appointed for one or more additional four-year terms. FDOT Interlocal Agreement for Creation of the Lake Sumter Metropolitan Planning Organization signed January 6, 2004.

Contact: Michael Woods, Executive Director, mwoods@LakeSumterMPO.com, 315-0170 ext. 2.

2025 –

2024 – Gary Ashcraft as Member and Nan Cobb as Alternate

2023 – Gary Ashcraft as Member

2022 – Nan Cobb as Member with Willie Hawkins as Alternate

Lake Eustis Area Chamber of Commerce Board

Prior to 2020, the Chamber's bylaws provided for the City to appoint a Commissioner to serve on the Chamber's Executive Board; however, they have since changed their bylaws. They requested that the City Manager or his designee be appointed as the City's representative to the Chamber. Then City Manager assumed the position as liaison at that time, currently City Manager Tom Carrino attends these meetings. Unless the Commission decides otherwise, this appointment will not be included in the resolution and the City Manager will continue to be the City's designated liaison.

2025 –

2024 – Tom Carrino, City Manager

2023 – Tom Carrino, City Manager

2022 – Tom Carrino, City Manager

Open Door

The Open Door is an outreach program providing services and resources to people who are homeless or in transition.

2025 –

2024 – Gary Ashcraft as City Liaison with Nan Cobb as Alternate

2023 – Gary Ashcraft as City Liaison and Nan Cobb as Alternate

Upper Ocklawaha Basin Working Group (Department of Environmental Protection) and Wekiva River Basin Working Group

Elected official appointed by the City Commission; the full working group meets twice a year (typically March and September); the Upper Ocklawaha Basin Management Action Plan identifies actions and commitments to restore and protect water quality in the Upper Ocklawaha River Basin. Its implementation will benefit surface waters throughout Lake and part of Orange Counties, including the Clermont Chain of Lakes connected by the Palatlahaha River, Lake Apopka, Lake Griffin, and the Harris Chain of Lakes. Meetings are usually held at the Leesburg Community Center Venetian Gardens, 109 East Dixie Avenue (SR 44) – building on the west side of the entry driveway from 9:00 a.m. – 3:30 p.m.

Contact: Mary Paulic, Department of Environmental Protection, mary.paulic@dep.state.fl.us, 850-245-8560.

***Groups are no longer meeting and will advise if/when meetings resume.**

2023 – Emily Lee as member

2022 – Emily Lee as member