
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

November 02, 2020 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

Due to the COVID-19 social distancing requirements, the City of Lake City will meet at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, Lake City, FL 32055. The meetings will also be available via communications media technology.

CMT instructions are located at the end of this agenda.

5:00 PM City Council Workshop - Lien Amnesty and Council Rules

Pledge of Allegiance - Mayor Stephen Witt

Invocation - Mayor Stephen Witt

Roll Call

Proclamations - none

Minutes - none

Approval of Agenda

Presentations - none

Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

1. Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part-time and those with less than one year of employment and \$100.00 for other full time employees.

Old BusinessOrdinances**Open Public Hearing**

- [2.](#) City Council Ordinance No. 2020-2169 - (final reading), if adopted, will amend the Code of the City of Lake City, Florida amending the regulations related to the discharge of firearms to allow hunting on annexed tracts of land upon which hunting had been permitted by Columbia County, Florida immediately prior to annexation; providing certain safety regulation; providing for the termination of such hunting upon any zoning reclassification; providing for severability; providing for conflicts; providing for codification; and providing an effective date.

First reading October 19, 2020

Close Hearing

Adopt City Council Ordinance No. 2020-2169 (final reading)

Open Public Hearing

- [3.](#) City Council Ordinance No. 2020-2170 - (final reading), if adopted, will amend City Code Chapter 70, Article IV, Police Officers Retirement Fund, Section 70-100, related to compliance with the Internal Revenue Code; providing for codification in the Code; providing for severability; providing for a repealer; and providing for an effective date.

First reading October 19, 2020

Close Hearing

Adopt City Council Ordinance No. 2020-2170 (final reading)

Open Public Hearing

- [4.](#) City Council Ordinance No. 2020-2171 - (final reading), if adopted, will amend Article II, Section 2031 of the Code of the City of Lake City, Florida, relating to meeting of the City Council; providing that regular and special meeting locations can be held anywhere in Columbia County, subject to advance notice requirement; providing for severability; providing for codification; repealing all ordinances in conflict; and providing an effective date.

First reading October 19, 2020

Close Hearing

Adopt City Council Ordinance No. 2020-2171 (final reading)

New Business

Ordinances - none

Resolutions

- [5.](#) City Council Resolution No. 2020-105 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Motorola Solutions, Inc., for the City's leasing of in-car cameras, body-worn cameras, wireless routers, and automatic license plate readers and associated data recording software, for the city's police department at a maximum six-year lease price of \$470,612.85, with additional costs per city-user.
- [6.](#) City Council Resolution No. 2020-116 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from the Parkview Baptist Church, incorporated for the purpose of collection and distribution of storm water from the Gwen Lake Estates area.
- [7.](#) City Council Resolution No. 2020-119 A resolution of the City Council of the City of Lake City, Florida authorizing the execution of the Environmental Systems Research Institute, Inc. Small Municipal Enterprise Agreement, for software licensing for the City GIS Department, for a term of three years at a price not-to-exceed \$27,500.00 per year.
- [8.](#) City Council Resolution No. 2020-121 - A resolution of the City Council of the City of Lake City, Florida supporting, adopting, and implementing the Columbia County 2020 five year update of the Local Mitigation Strategy.
- [9.](#) City Council Resolution No. 2020-123 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through its Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Veterans Affairs to provide backup law enforcement services as needed.
- [10.](#) City Council Resolution No. 2020-125 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an amendment to the scope of work of the contract with James Moore & Co., P.L., to include auditing services to the Community Redevelopment Agency for fiscal years ending September 30th of 2020, 2021, 2022 and 2023.
- [11.](#) City Council Resolution No. 2020-126 - A resolution of the City Council of the City of Lake City, Florida authorizing the City to execute an agreement accepting a utility easement from Nextran Corporation for purposes of constructing and maintaining a lift station for the city's utilities at a cost equal to the impact fees associated with connecting to the city's utilities.

12. City Council Resolution No. 2020-127 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.

Departmental Administration - none

Comments by Council Members

Adjournment

Zoom CMT Information

Members of the public may attend the meetings **online** at:
<https://us02web.zoom.us/j/85143910809> or

Telephonic by toll number (no cost to the city), audio only: at 1-346-248-7799

Meeting ID: 851 4391 0809#

Then it will ask for Participant id, just press #.

Telephonic by toll-free number (cost per minute, billed to the city, zero cost to the caller), audio only: at 1-888-788-0099

Meeting ID: 851 4391 0809#

Then it will ask for Participant id, just press #.

Public Participation

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function or raise hand function to request to speak; or (2) telephonically by dialing *9 to raise hand. The Chair will allow for sufficient time for all participants to be heard.

Those attendees wishing to share a document must email the item to **submissions@lcfla.com** no later than noon on the day of the meeting.

Instructions for meeting attendance and participation are also available at www.lcfla.com under the calendar entry for the corresponding City Council Workshop and Regular Session Meeting.

To receive a copy of the agenda packet with supporting documentation, please contact the City Clerk's Office at **clerk@lcfla.com** or **386-719-5826**.

Contingency Information

Contingency Plan Meeting: This will be activated and held if the City experiences connection or web conferencing failure. Any meeting taking place via the contingency

plan will be held and/or reconvened via a conference call utilizing the information provided below.

The public may attend the contingency plan meeting as follows:

1-844-992-4726 (toll free)

Enter access code: 173 541 6832#

Then it will ask for attendee ID number, just press #

The public may participate in the contingency plan meeting at the appropriate time when the chair requests public comment. The Chair will allow for sufficient time for all participants to be heard.

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, 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.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768.***

File Attachments for Item:

Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part-time and those with less than one year of employment and \$100.00 for other full time employees.

MEETING DATE
November 2, 2020


CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Annual Employee Token of Appreciation

DEPT / OFFICE:

Originator: City Manager		
City Manager Joe Helfenberger 	Department Director N/A	Date 10/19/2020
Recommended Action: Approve a one-time annual token of appreciation to all City employees in the amount of \$50.00 for part time and those with less than one year of employment and \$100.00 for other full time employees.		
Summary Explanation & Background: A nominal level of monetary appreciation customarily provided to employees on an annual basis during December and appropriately in amounts ranging from \$50.00 to \$100.00.		
Alternatives: Lesser or no amount for purpose requested.		
Source of Funds: Annual Budget-Funded Item each Department's Personnel Budget		
Financial Impact: Approximately \$21,000.00		
Exhibits Attached: None		

File Attachments for Item:

2. City Council Ordinance No. 2020-2169 - (final reading), if adopted, will amend the Code of the City of Lake City, Florida amending the regulations related to the discharge of firearms to allow hunting on annexed tracts of land upon which hunting had been permitted by Columbia County, Florida immediately prior to annexation; providing certain safety regulation; providing for the termination of such hunting upon any zoning reclassification; providing for severability; providing for conflicts; providing for codification; and providing an effective date.

First reading October 19, 2020

CITY COUNCIL ORDINANCE NO. 2020-2169

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE CODE OF THE CITY OF LAKE CITY, FLORIDA AMENDING THE REGULATIONS RELATED TO THE DISCHARGE OF FIREARMS TO ALLOW HUNTING ON ANNEXED TRACTS OF LAND UPON WHICH HUNTING HAD BEEN PERMITTED BY COLUMBIA COUNTY, FLORIDA IMMEDIATELY PRIOR TO ANNEXATION; PROVIDING CERTAIN SAFETY REGULATIONS; PROVIDING FOR THE TERMINATION OF SUCH HUNTING UPON ANY ZONING RECLASSIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), is a municipality which has the authority to regulate the discharge of firearms within its municipal boundaries; and

WHEREAS, in general, the discharge of firearms is prohibited within the City; and

WHEREAS, the City provides for hunting on some limited tracts of land; and

WHEREAS, the City on occasion annexes lands upon which hunting had been permitted by Columbia County, Florida, and

WHEREAS, the City does not desire to terminate the privilege of hunting on such annexed land just because of the annexation; and

WHEREAS, it is appropriate to "borrow" Columbia County's hunting regulations for the annexed property; and

WHEREAS, the use of the Columbia County regulations should cease whenever the zoning classification of an annexed tract of land changes.

NOW, THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this ordinance.

Section 2. That Section 66-5, of the Code of the City of Lake City, Florida, is hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~):

SECTION 66-5 Same - Discharge

It shall be unlawful for any person to knowingly discharge a gun, pistol, rifle, shotgun or any type of firearm in any public place, or on the rights-of-way of any public road, highway or street, or on any public or private premises within the corporate limits of the city. This section does not apply to either:

(1) Any person lawfully defending life or property, or performing official duties requiring the discharge of a firearm; or

(2) Any person lawfully engaged in hunting upon any tract of land containing 300 or more contiguous acres of unimproved and unoccupied land, provided that such hunting shall not be permitted within 100 feet of any public road which either bounds or traverses such unimproved and unoccupied tract of land; or

(3) Any person lawfully engaged in hunting upon any tract of land which (a) contains more than twelve (12) contiguous acres, whether improved ~~and~~ or occupied, ~~and~~ (b) ~~which~~ is zoned under the zoning classification of "A" agricultural, ~~and~~ (c) ~~is not within 500 feet of a public road and~~ (d) ~~is not part of any recorded residential subdivision,~~ provided that such hunting shall not be permitted within 500 feet of a public road and (e) is not within 500 feet or of any lot in any existing recorded residential subdivision; ~~or~~

(4) Any person lawfully engaged in hunting upon any (a) unimproved and unoccupied tract of land, (b) annexed by the City of Lake City, (c) upon which hunting had been permitted by Columbia County immediately prior to said annexation, and (d) which land retains its Columbia County Zoning Classification, provided that such hunting shall not be permitted within 500 feet of a public road or of any lot in any existing recorded residential subdivision.

Any person found guilty of violating the provisions of this section shall be punished as provided for in section 1-11.

Section 3. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 5. Codification. It is the intention of the City Council of the City of Lake, City, Florida, that the provisions of this ordinance shall become and be made part of the Code of the City of Lake City, Florida.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

PASSED upon first reading this 19th day of October 2020.

NOTICE PUBLISHED on the 23rd day of October 2020.

PASSED AND ADOPTED on the _____ day of _____ 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

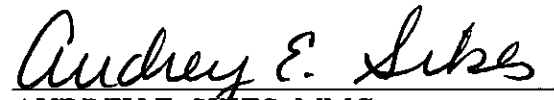
By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chris Greene, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Melinda Moses, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.


AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

3. City Council Ordinance No. 2020-2170 - (final reading), if adopted, will amend City Code Chapter 70, Article IV, Police Officers Retirement Fund, Section 70-100, related to compliance with the Internal Revenue Code; providing for codification in the Code; providing for severability; providing for a repealer; and providing for an effective date.

First reading October 19, 2020

CITY COUNCIL ORDINANCE NO. 2020-2170

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA AMENDING CITY CODE CHAPTER 70, ARTICLE IV, POLICE OFFICERS RETIREMENT FUND, SECTION 70-100, RELATED TO COMPLIANCE WITH THE INTERNAL REVENUE CODE; PROVIDING FOR CODIFICATION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, changes to the Internal Revenue Code (hereinafter the "City Code") may happen quickly and frequently. There is a benefit in authorizing the Board of Trustees of the City of Lake City Municipal Police Officers Retirement Fund (hereinafter the "Board") to make appropriate changes to the Police Officers Retirement Fund Plan (hereinafter the "Plan") in order to maintain the Plan's tax qualified status; and

WHEREAS, effective January 1, 2020, the City Code was amended by increasing the required minimum distribution age from 70½ to 72; and

WHEREAS, the Board finds that it is in the best interests of the Plan to implement necessary changes to the Internal Revenue Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, THAT:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. Section 70-100(a), (c), and (d)(2) of the City Code are hereby amended to read as follows (additions are underlined and deletions are ~~stricken~~):

Sec. 70-100. Compliance with the Internal Revenue Code.

(a) It is the intention of the city and of the board that the plan remain at all times a qualified plan, as that term is defined under the Internal Revenue Code as well as the corresponding Treasury Regulations applicable to governmental defined retirement benefit plans.

- (1) In recognition of the changing requirements of Plan qualification, the Board shall adopt an administrative policy setting forth the required provisions for tax qualification. Such a policy shall be amended by the Board as required to maintain continuing compliance with the Internal Revenue Code and that policy and

any amendments shall have the force of law as if adopted by the City Council.

- (c) In no event may a member's retirement benefit be delayed beyond the later of April 1st following the calendar year in which the member attains age 70½ 72, provided the member had not attained age 70½ by December 31, 2019, or April 1st of the year following the calendar year in which the member retires.

When a distribution of the participant's entire interest is not made in a lump sum, the distribution will be made in or more of the following ways: over the life of the participant; over the life of the participant and designated beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the participant and a designated beneficiary.

- (d) If the distribution has commenced before the participant's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death.

The method of distribution, if the participant dies before distribution is commenced, must satisfy the following requirements:

- (1) Any remaining portion of the participant's interest that is not payable to a beneficiary designated by the participant will be distributed within five years after the participant's death;
- (2) Any portion of the participant's interest that is payable to a beneficiary designated by the participant will be distributed either:
(i) within five years after the participant's death; or (ii) over the life of the beneficiary, or over a period certain not extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the participant died (or, if a designated beneficiary is the participant's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the participant would have attained age 72 70½).

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake City, that the sections of the Ordinance

may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4. If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED upon first reading on the 19th day of October 2020.

NOTICE PUBLISHED on the 23rd day of October 2020.

PASSED AND ADOPTED on the second and final reading this ____ day of _____ 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

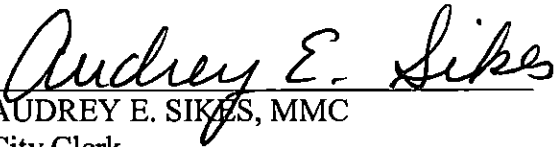
By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chris Greene, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Melinda Moses, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

4. City Council Ordinance No. 2020-2171 - (final reading), if adopted, will amend Article II, Section 2031 of the Code of the City of Lake City, Florida, relating to meeting of the City Council; providing that regular and special meeting locations can be held anywhere in Columbia County, subject to advance notice requirement; providing for severability; providing for codification; repealing all ordinances in conflict; and providing an effective date.

First reading October 19, 2020

CITY COUNCIL ORDINANCE NO. 2020-2171

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING ARTICLE II, SECTION 2-31 OF THE CODE OF THE CITY OF LAKE CITY, FLORIDA, RELATING TO MEETINGS OF THE CITY COUNCIL; PROVIDING THAT REGULAR AND SPECIAL MEETING LOCATIONS CAN BE HELD ANYWHERE IN COLUMBIA COUNTY, SUBJECT TO ADVANCE NOTICE REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") has a current City Code of Ordinances which requires all City Council meetings to be held in City Council Chambers; and

WHEREAS, the recent ongoing pandemic has demonstrated that it is in the best interest of the City to provide a procedure for alternative locations for regular and special City Council meetings when necessary; and

WHEREAS, said procedures should restrict the possible locations to the geographical area of the City and its surrounding area within Columbia County, Florida, where any change in location for the City Council meetings must provide for adequate public notice.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this ordinance.

Section 2. That Article II, Section 2-31(b) of the Code of the City of Lake City, Florida is hereby amended to read as follows (additions are underlined and deletions are stricken):

ARTICLE II. CITY COUNCIL

Section 2-31. Regular Meetings.

(a) *Time.* The city council shall hold regular meetings on the first and third Monday of each month, commencing at 6:00 p.m., or at such other hour of

said day as may be designated by the mayor or written notice given to the council members, city manager, city clerk, city attorney and local news media at least 24 hours prior to said meeting. However, when the day fixed for any regular meeting of the city council falls upon a day designated by law as a legal or national holiday, such meeting shall be held at the same hour on the next succeeding day that is not a holiday.

(b) *Place.* All regular or special meetings of the city council shall be held in the city council's chambers at the City Hall in Lake City, Florida, or at such other location anywhere, within Columbia County, Florida, as may be designated by the caller of the meeting in the notice calling the meeting.

Section 3. Repeal. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 4. Severability. Should any section, subsection, sentence, clause, phrase or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Codification. It is the intention of the City Council of the City of Lake City, Florida, that the provisions of this ordinance shall become and be made a part of the Code of the City of Lake City, Florida, and that the sections of this ordinance may be renumbered or relettered and the word ordinance may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

[Remainder of this page left blank intentionally.]

Section 6. Effective Date. This ordinance shall take effect upon its adoption.

PASSED upon first reading on the 19th day of October, 2020.

NOTICE PUBLISHED on the 23rd day of October, 2020.

PASSED AND ADOPTED on the second and final reading this ____ day of _____, 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

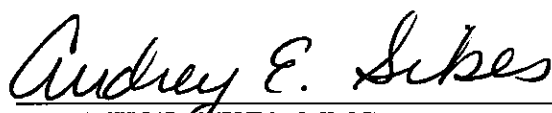
By: _____
Frederick L. Koberlein, Jr.
City Attorney

Record of Vote on First Reading

	For	Against	Absent	Abstain
Stephen Witt, Mayor/Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Chris Greene, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jake Hill, Jr., Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Eugene Jefferson, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Melinda Moses, Council Member	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.



AUDREY E. SIKES, MMC
City Clerk

File Attachments for Item:

5. City Council Resolution No. 2020-105 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of an agreement with Motorola Solutions, Inc., for the City's leasing of in-car cameras, body-worn cameras, wireless routers, and automatic license plate readers and associated data recording software, for the city's police department at a maximum six-year lease price of \$470,612.85, with additional costs per city-user.

CITY COUNCIL RESOLUTION NO. 2020-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MOTOROLA SOLUTIONS, INC., FOR THE CITY'S LEASING OF IN-CAR CAMERAS, BODY-WORN CAMERAS, WIRELESS ROUTERS, AND AUTOMATIC LICENSE PLATE READERS AND ASSOCIATED DATA RECORDING SOFTWARE, FOR THE CITY'S POLICE DEPARTMENT AT A MAXIMUM SIX-YEAR LEASE PRICE OF \$470,612.85, WITH ADDITIONAL COSTS PER CITY-USER.

WHEREAS, the City of Lake City, Florida (hereinafter "City") through its Lake City Police Department (hereinafter "LCPD") desires to lease thirty-five (35) in-car cameras, fifty (50) body-worn cameras, twenty-seven (27) automatic license plate readers and data recording software, and sixteen (16) wireless routers (hereinafter "Public Safety Equipment"); and

WHEREAS, Section 2-178(g)(1) of the City Code permits the City to enter into an agreement for the acquisition of services that have been competitively procured by other agencies, also known as "piggybacking"; and

WHEREAS, the city administration recommends the leasing of the Public Safety Equipment on the same, or more advantageous, terms, conditions, and pricing provided under the *Communications System and Services Agreement*, a copy of which is attached hereto (hereinafter "Agreement"); and

WHEREAS, the City Council finds that it is in the City's best interest to accept the competitively procured pricing and to award the contract to Motorola Solutions, Inc., for the procurement of the aforementioned Public Safety Equipment pursuant to the terms, provisions, conditions, and requirements of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF LAKE CITY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to lease the Public Safety Equipment from Motorola Solutions, Inc. at a principal cost of \$445,412.40 and costing \$470,612.85 over a six-year period, with additional costs of \$450.00 to \$525.00 per city-user.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Motorola Solutions, Inc., to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Motorola Solutions, Inc., shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

[Remainder of this page intentionally left blank]

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Communications System and Services Agreement

(Lease)

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

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C "Motorola's Proposal dated October 20, 2020"

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

Exhibit F "Enterprise Service Agreement"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

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 F will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

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

disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

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

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

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“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 in connection with or relating to Equipment or Services, during the term of this Agreement.

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

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

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

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

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

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” means Motorola's Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

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

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

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

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

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such 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.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

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

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from 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 or other laws, regulations, or policies.

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

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$445,412.40. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

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

Name: _____
Address: 205 N Marion Avenue, Lake City, FL 32055
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

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

Name: _____
Address: 225 NW Main Street, Lake City, FL 32055

The Equipment will be shipped to the Customer at the following address:

Name: _____
Address: 205 N Marion Avenue, Lake City, FL 32055
Phone: _____

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

Section 7 SITES AND SITE CONDITIONS

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

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

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

Section 9 SYSTEM ACCEPTANCE

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

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

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

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

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

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

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

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

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

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

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

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

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of

default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement. Nothing included in the foregoing is intended to waive Florida Statute 768.28.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.

14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola

Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce,

reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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

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

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

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by 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 to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

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

17.7. 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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

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

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and CITY OF LAKE CITY ("Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

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

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

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

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

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

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

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

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

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

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

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

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

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola

and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

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

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

Exhibit B

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

EXHIBIT C
Motorola's Proposal dated October 20, 2020
Incorporated herein by reference

EXHIBIT D

System Acceptance Certificate

Customer Name: CITY OF LAKE CITY

Project Name: WATCHGUARD/SIERRA WIRELESS BUNDLE

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

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit E
EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

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

Equipment Lease Purchase Agreement No.: 24873

Lease Schedule A No. : 24873

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24873. See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER: CITY OF LAKE CITY

By: _____

Title: _____

Date: _____

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

Motorola Solutions Credit Company LLC

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

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-453

Exhibit F
Enterprise Service Agreement

Enterprise Service Agreement (ESA)

This Enterprise Service Agreement (the “Agreement”) is made and entered into as of this Day of November__, 2020 by and between Motorola Solutions, Inc. (“Motorola”), a Delaware corporation, and City of Lake City, FL, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at Lake City, FL (“Customer”).

WHEREAS, Motorola designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Motorola provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Customer will separately purchase License Plate Recognition (LPR) hardware components from Motorola for use with the Software Products (as defined below);

WHEREAS, Customer desires to license from and receive service for the Software Products provided by Motorola;

WHEREAS, Customer may elect to purchase professional or subscription services in addition to the license and service for the Software Products and related services. Any such services will be governed by the terms in the applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Customer and Motorola hereby agree as follows:

I. Definitions:

“Addendum (Addenda)” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Software Products contemplated in the Enterprise Service Agreement. The terms in the Addendum are applicable only to the specific service or offering described therein.

“Booking Images” refers to both LEA Booking Images and Commercial Booking Images.

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“CLK” or “Camera License Key” means an electronic key that will permit each license of Motorola’s CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Motorola

approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Motorola) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Motorola-authorized cameras and other hardware.

“Commercial Booking Images” refers to images collected by commercial sources and available on LEARN with a paid subscription.

“Commercial LPR Data” refers to LPR data collected by private sources and available on LEARN with a separately paid subscription.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant. This Enterprise Service Agreement allows Customer to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Customer prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Customer designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Motorola’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Motorola to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Motorola cameras and other hardware components provided by Motorola. Software Products shall not be permitted to operate on third-party provided or not Motorola-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Customer.

“Technical Support Agents” means Customer’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Customer’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the LPR Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Motorola hereby grants Customer an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Customer or any third party acting on behalf of Customer shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Customer shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Motorola, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Motorola will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Customer may also pay in advance for more than one Service Period.

B. Customer Termination. Customer may terminate this Agreement at any time by notifying Motorola of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Customer terminates this Agreement prior to the end of the Initial Term, Motorola will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Motorola by Customer. Upon termination of the Enterprise License, Customer shall immediately cease any further use of Software Products. Customer may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Motorola Termination. Motorola has the right to terminate this Agreement by providing thirty (30) days written notice to Customer. If Motorola’s termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Motorola’s notice of termination, which shall set forth in detail Customer’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Motorola Customer has not reasonably cured the described breach of this Agreement, Customer shall immediately discontinue all use of Software Products and certify to Motorola that it has returned or

destroyed all copies of Software Products in its possession or control. If Motorola terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Motorola terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer's failure to cure the breach of a material term or condition of this Agreement, Motorola shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Motorola warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Vigilant Software Product. This warranty does not include products not manufactured by Motorola. Motorola will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Motorola cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Motorola shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Customer's exclusive remedy for defects in the LPR Software Product. Motorola shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Motorola's gross negligence or intentional misconduct. **MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE PRODUCTS.**

B. Infringement Protection. If an infringement claim is made against Customer by a third-party in a court of competent jurisdiction regarding Customer's use of any of the Software Products, Motorola shall indemnify Customer, and assume all legal responsibility and costs to contest any such claim. If Customer's use of any portion of the Software Products or documentation provided to Customer by Motorola in connection with the Software Products is enjoined by a court of competent jurisdiction, Motorola shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Customer the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Customer that Customer's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Motorola is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Customer will receive technical support by submitting a support ticket to Motorola's company support website or by sending an email to Motorola's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested

to be delivered on physical media. Motorola will provide Software Products support to Customer's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Customer is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Customer's agency in accordance with selected Service Options. As Customer installs additional units of the Software Products and connects them to LPR cameras, Customer is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Motorola technical support staff. Within two (2) business days of Customer's application for a CLK, Customer's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Motorola and remain the property of Motorola. The license granted under this Agreement is not a sale of the Software Products or any copy. Customer owns the physical media on which the Software Products are installed, but Motorola retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Motorola represents and warrants that: (1) it has title to the Software Products and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Customer is a generator as well as a consumer of LPR Data, Customer at its option may share its LEA LPR Data with similarly situated LEAs who contract with Motorola to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Motorola will not share any LEA LPR Data generated by the Customer without the permission of the Customer.

Motorola has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Motorola has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Motorola retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Customer retains all rights to LEA LPR Data and LEA Booking Images generated by the Customer. Should Customer terminate agreement with Motorola, a copy of all LEA LPR Data and LEA Booking Images generated by the Customer will be created and provided to the Customer. After the copy is created, all LEA LPR Data and LEA Booking Images generated

by the Customer will be deleted from LEARN at the written request of an authorized representative of the Customer or per the Customer's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Customer for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Motorola places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Motorola's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Motorola in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Customer. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola.

B. Security. Customer shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Customer's Users a username and password (one per user account). A limited number of User accounts is provided. Customer will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Customer certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:



Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Motorola issued CLK’s at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)					
	Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60
	Basic Service	\$525.00	\$450.00	\$400.00	\$275.00
	Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00
	ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00

Intelligence-Led Policing Service Package Annual Fee Schedule			
	Tier	Mobile	Fixed
	ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00
	ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00

ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Motorola's net income) and Customer agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Customer and Motorola agree that the number of CLKs issued as of the Effective Date of this Agreement is 27. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Motorola will accept advanced Service Fee payments on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Motorola, advanced payments to Motorola will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Motorola has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Motorola intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Motorola invoices Customer for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL MOTOROLA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO MOTOROLA FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Customer acknowledges that Software Products contain valuable and proprietary information of Motorola and Customer will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Motorola.

C. Assignment. Neither Motorola nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Colorado without regard to its conflicts of law.

E. Complete Agreement; Order of Precedence. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. In interpreting this Agreement and resolving any ambiguities: The applicable service Addendum for the services contemplated therein will take precedence over the main body of the Agreement.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Customer. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Motorola and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Customer, upon thirty (30) days advanced written request to Motorola, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Motorola Solutions Attn: Sales 500 W Monroe St Chicago, IL 60661	Customer: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Customer's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Customer's Authorized Representative is responsible for administering this Agreement and Customer's Technical Support Agents are responsible for administering the Software Products and acting as Customer's Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Customer may elect, at its sole discretion, to have Motorola enable the ability for the Customer's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Customer, is maintained according to the retention policy set by the Customer and is shared to other agencies under the rules defined by the Customer. This service is at an additional cost. Motorola uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Customer elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Motorola and acting on behalf of the Customer, will perform the described services for law enforcement information sharing purposes.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Company: Motorola Solutions, Inc.

Authorized Agent: Michelle Poole

Title: Area Sales Manager

Date: July 1, 2020

Signature: 

Customer Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Software Products Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Lake City Police Department	
Company / Agency Type:			
Address:	225 NW Main Blvd		
	Lake City, FL 32055		
Primary Contact			
Name:	Gerald Butler		
Title:	Assistant Chief	Phone:	386-758-5438
Email:	butlerg@lcflapd.com		
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Motorola Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit A: Option # 2 ILP Tier Package Components

<p>ILP Bundle for Agencies of Up to 25 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of Up to 50 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
<p>ILP Bundle for Agencies of 51 to 100 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	<p>ILP Bundle for Agencies of 101 to 200 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
<p>ILP Bundle for Agencies of 201 to 500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	<p>ILP Bundle for Agencies of 501 to 1,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
<p>ILP Bundle for Agencies of 1,000 to 1,500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter 	<p>ILP Bundle for Agencies of 1,501 to 2,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter

<ul style="list-style-type: none"> - Agency license for FaceSearch - Image gallery up to 100,000 images 	<ul style="list-style-type: none"> - Agency license for FaceSearch - Image gallery up to 200,000 images
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<p>ILP Bundle for Agencies up to 2,500 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 250,000 images 	<p>ILP Bundle for Agencies up to 5,000 Sworn</p> <p>Includes:</p> <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 500,000 images
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Exhibit B: CJIS Requirements

Motorola and the Customer agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Motorola and the Customer agree they will more likely be successful with information security by use of the Motorola supplied technical controls and client Customer use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Motorola and the Customer agree that Customer owned and FBI-CJIS supplied data in Motorola systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Motorola agrees to treat the Customer-supplied information in Motorola systems as CJI. Motorola will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Motorola and the Customer agree that information obtained or incorporated into Motorola systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Motorola and the Customer agree that products and services offered by Motorola are merely an investigative tool to aid the client in the course of their duties and that Motorola make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Motorola and the Customer agree that the Customer is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Motorola products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action. As such, the parties agree to do the following with respect to Software Products, and the obligations contained herein do not apply to any products, software or services supplied by Motorola other than the Software Products

Motorola:

1. Motorola has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Motorola agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Motorola agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Customer.
4. Motorola agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Motorola staff and authorized partners. Motorola has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.

5. Motorola will not engage in data mining, commercial sale, unauthorized access and/or use of any of Customer owned data.
6. Motorola and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Motorola agrees to immediately inform Customer of any cyber incident or data breach, to include DDoS, Malware, virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Motorola will only allow authorized support staff to access the Customer's account or Customer data in support of Customer as permitted by the terms of contracts.
9. Motorola agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Customer data.
10. Motorola agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Motorola agrees to inform the Customer of any unauthorized, inappropriate use of data or systems.
12. Motorola will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Customer.
13. Motorola will advise Customer when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Motorola agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Motorola agrees to provide technical security controls that only permit authorized user access to Customer owned data and Motorola systems as intended by the Customer and data owners.
16. Motorola agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Motorola will only provide access to Motorola systems and Customer owned information through Customer managed role-based access and applied sharing rules configured by the Customer.
18. Motorola agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Motorola agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Customer owned data during transport and storage ("data at rest") while in the custody and control of Motorola.

20. Motorola agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Motorola agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Motorola agrees to provide auditing and alerting tools within the software applications so Customer can monitor access and activity of Motorola support staff and Customer users for unauthorized access, disclosure, alteration or misuse of Customer owned data. (Motorola support staff will only have access when granted by the Customer.)
23. Motorola will only perform direct support remote access to Customer systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Customer. This activity will be documented by both parties.
24. Motorola creates and retains activity transaction logs to enable auditing by the Customer data owners and Motorola staff.
25. Motorola agrees to provide physical protection for the equipment-storing Customer data along with additional technical controls to protect physical and logical access to systems and data.
26. Motorola agrees to participate in any Information or Technical Security Compliance Audit performed by the Customer, state CJIS System Agency or FBI-CJIS Division.
27. Motorola agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Customer.
28. Motorola agrees that the Customer owns all Customer contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Customer.

Customer:

1. Customer agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Customer agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Motorola compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Customer agrees to inform Motorola when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Customer agrees to immediately inform Motorola of any relevant data breach or cyber incident, to include DDoS, Malware, virus, etc. that may impact or harm Motorola systems,

operations, business partners and/or other Customers, so proper analysis can be performed, and Incident Response Procedures can be initiated.

5. Customer agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Motorola systems and use of that data.
6. Customer agrees that they are responsible for proper equipment operation and placement of equipment.
7. Customer agrees that they are responsible for vetting authorized user access to Motorola systems with due consideration of providing potential access to non-Customer information.
8. Customer agrees that responsibility and control of persons granted access to purchased Motorola systems, along with data stored and transmitted via Motorola systems, is that of the Customer.
9. Customer agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Motorola systems.
10. Customer agrees to reinforce client staff policies and procedures for secure storage and protection of Motorola system passwords.
11. Customer agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Customer agrees to reinforce client staff policies for not sharing user accounts.
13. Customer agrees to use Motorola role-based access as designed to foster system security and integrity.
14. Customer agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Motorola systems. This includes when any information is disseminated, extracted or exported out of Motorola systems.
15. Customer agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Motorola systems.
16. Customer agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.
17. Customer agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Motorola support staff when authorized to assist the client.
18. Customer agrees that the Motorola designed technical controls and tools will only be effective in conjunction with Customer created policies and procedures that guide user access and appropriate use of the system.

19. Customer agrees that information and services provided through Motorola products do not provide any actionable information, Customer users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



October 20, 2020

CITY OF LAKE CITY
225 NW Main BLVD
Lake City FL 32055

RE: Municipal Lease #24873

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24873 are valid for contracts that are executed and returned to Motorola on or before November 6, 2020. After November 6, 2020, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address _____

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

CITY OF LAKE CITY
225 NW Main BLVD
City of Lake City FL 32055

Lease Number: 24873
LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee

had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the “*Contract*”) covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor’s right, title and interest in and to this Agreement and the Equipment to an assignee (“*Assignee*”). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE “AS IS” AND “WITH ALL FAULTS.” LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee’s governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor’s gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the “*Code*”); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor

unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in

effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor

and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of November, 2020

LESSEE:
CITY OF LAKE CITY

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Title: _____

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of CITY OF LAKE CITY, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 24873 between CITY OF LAKE CITY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of CITY OF LAKE CITY hereto this _____ day of November, 2020.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 24873 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF LAKE CITY

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24873
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24873** ("Lease"), between Lessor and CITY OF LAKE CITY, Lessee.

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

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

Initial Term: 60 Months **Commencement Date:** 11/6/2020
First Payment Due Date: 11/6/2021

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

City of Lake City (Scheudle B)						
Compound Period:			Annual			
Nominal Annual Rate:			0.000%	first 12 months		
Nominal Annual Rate:			2.830%	remaining term		
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	11/6/2020	\$ 445,412.40	1		
2	Lease Payment	11/6/2021	\$ 94,122.57	1		
3	Rate Change	11/6/2021	Rate: 2.830 %	Compounding:	Annual	
4	Lease Payment	11/6/2022	\$ 94,122.57	4	Annual	11/6/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	11/6/2020				\$445,412.40	
1	11/6/2021	\$ 94,122.57	\$ -	\$ 94,122.57	\$351,289.83	
	11/6/2021	Rate: 2.83%		Compounding:	Annual	
2	11/6/2022	\$ 94,122.57	\$ 9,941.50	\$ 84,181.07	\$267,108.76	
3	11/6/2023	\$ 94,122.57	\$ 7,559.18	\$ 86,563.39	\$180,545.37	
4	11/6/2024	\$ 94,122.57	\$ 5,109.43	\$ 89,013.14	\$ 91,532.23	
5	11/6/2025	\$ 94,122.57	\$ 2,590.34	\$ 91,532.23	\$ -	
Grand Totals		\$ 470,612.85	\$ 25,200.45	\$ 445,412.40		

OID: Lessee acknowledges that the amount financed by Lessor is \$433,154.11 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.83%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$445,412.40

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

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24873** to that Equipment Lease Purchase Agreement number **24873** will be maintained by CITY OF LAKE CITY as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24873** , _____, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24873 to that Equipment Lease Purchase Agreement number 24873. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24873 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

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

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

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.
Equipment Lease Purchase Agreement No.: 24873 Lease Schedule A No. : 24873

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#24873. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF LAKE CITY

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 24873) held on **November**_____, 2020 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF LAKE CITY (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.



4RE/VISTA Price Quote

CUSTOMER: Lake City Police Department

Contract: GSA

Attn: Accounts Payable,
205 N Marion Ave.,,
Lake City, FL, United States,
32055

**TOTAL PROJECT ESTIMATED AT:
\$294,575.00**

ATTENTION: Preston O'Steen

SALES CONTACT: Michelle Oleari

PHONE: 386-752-4343

DIRECT:

E-MAIL:

E-MAIL:
michelle.oleari@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	35.00	\$250.00	\$250.00	\$0.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	35.00	\$4,795.00	\$295.00	\$157,500.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	35.00	\$200.00	\$3.00	\$6,895.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	35.00	\$200.00	\$0.00	\$7,000.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	35.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	35.00	\$100.00	\$0.00	\$3,500.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	35.00	\$200.00	\$0.00	\$7,000.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	35.00	\$325.00	\$0.00	\$11,375.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	35.00	\$450.00	\$0.00	\$15,750.00
					\$209,020.00

4RE and VISTA Proposal 4RE Interview System and Options

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Interview Room Camera System. Includes two cameras, one dome and one covert camera. Also includes a microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software.	1.00	\$5,195.00	\$5.00	\$5,190.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	1.00	\$100.00	\$0.00	\$100.00
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	1.00	\$200.00	\$0.00	\$200.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	1.00	\$325.00	\$0.00	\$325.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	1.00	\$450.00	\$0.00	\$450.00
					\$6,265.00

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	35.00	\$995.00	\$0.00	\$34,825.00
VIS-300-VEH-002	V300, WiFi Dock, D330, In-Vehicle Charge/Upload Kit, Incl. Cables and Brackets	35.00	\$295.00	\$295.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$525.00	\$525.00	\$0.00
					\$34,825.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-AUP-ASD	EvidenceLibrary.com, Software and Hosting, Actual Usage Assigned, Annually per device	85.00	\$295.00	\$0.00	\$25,075.00
ELC-LRS-AUP-QTR	EvidenceLibrary.com Actual Usage Estimated Monthly Charges. Please note this is an estimate only based on your ultimate storage needs, and is invoiced monthly in arrears.	45,000.00	\$0.03	\$0.00	\$1,350.00

Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00
					\$30,925.00

V300 Proposal

VISTA HD Cameras and Options



4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	15.00	\$995.00	\$0.00	\$14,925.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	2.00	\$1,495.00	\$0.00	\$2,990.00
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	40.00	\$95.00	\$0.00	\$3,800.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	50.00	\$99.00	\$99.00	\$0.00
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	15.00	\$450.00	\$0.00	\$6,750.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$265.00	\$265.00	\$0.00
					\$28,465.00

4RE and VISTA Proposal

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
WAP-MIK-CON-802	WiFi Access Point, Configured, MikroTik, 802.11n, 5GHz, SXT, AP	3.00	\$250.00	\$5.00	\$735.00
					\$735.00

4RE and VISTA Proposal

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	Warranty, V300 3 Year, No-Fault	35.00	\$450.00	\$0.00	\$15,750.00
					\$15,750.00

4RE and VISTA Proposal

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
BRK-DV1-MIC-100	One time Discount	1.00	\$-31,410.00	\$0.00	\$-31,410.00
DV1-AOH-GPS-RFB	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	10.00	\$0.00	\$0.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$-31,410.00

Total Estimated Tax, may vary from State to State **\$0.00**

Configuration Discounts

\$35,265.00



4RE/VISTA Price Quote

Additional Quote Discount

\$0.00

Total Amount

\$294,575.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



Quote For:

Lake City PD

Attn: Preston O'Steen

Reference:



(27) ALPR Lite (6) ALPR Advanced

Quote By:

WatchGuard Video

Dana Reynolds

Serving Law Enforcement with the Most Compelling, Quality Video Products

		<p>WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661</p>			
Issued To:	Lake City PD - Attention: Preston O'Steen			Date:	10-20-20
Project Name:	(27) ALPR Lite (6) ALPR Advanced			Quote ID:	WDR-0006-04

Qty	Item #	Description
(6)	CDMB2-33--RHD	WatchGuard Officer Safety Basic - 2-Camera Active Scan - (2) 12mm Cameras <ul style="list-style-type: none"> Qty=2 12mm lens package POE Wiring harness w/ ignition control (Direct to Battery) <ul style="list-style-type: none"> Single point power connection WatchGuard CarDetector Mobile LPR software application for MDC unit <ul style="list-style-type: none"> LPR vehicle license plate scanning / real time alerting
Subtotal Price (Excluding sales tax)		\$28,500.00

Qty	Item #	Description
(1)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for up to 14 total camera units registered Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$6,300.00

Qty	Item #	Description
(27)	WGS00215	WatchGuard CarDetector Mobile Software License and Support <ul style="list-style-type: none"> Provides for: <ul style="list-style-type: none"> Use of WatchGuard CarDetector Mobile LPR software Access to software updates and helpdesk support Billing Rate is per vehicle per year
Subtotal Price (Excluding sales tax)		\$2,565.00

Qty	Item #	Description
(12)	CAM-MOUNT-FLAT-ASSY-SET	Universal LPR Camera Mounting Bracket <ul style="list-style-type: none"> • RAM Ball Mount with Flat Base • Mounted directly to vehicle surface <ul style="list-style-type: none"> ◦ Requires drilling • Includes Locking Plate, Thumb Screw and Locking Screw • One per camera
Subtotal Price (Excluding sales tax)		\$1,800.00

Qty	Item #	Description
(33)	WGA00574-LPR	Smart PoE switch configuration for 4RE Mobile ALPR system <ul style="list-style-type: none"> • Smart PoE switch • 25' Ethernet cable • power cable • cable assembly - fused, cable assembly - battery ground
Subtotal Price (Excluding sales tax)		\$14,850.00

Qty	Item #	Description
(1)	WGW00400-100	Onsite Service in the setup configuration and training of WatchGuard CarDetector Mobile <ul style="list-style-type: none"> • Onsite Services per site to include multiple vehicles for Car Detector Mobile up to 4 days • Setup of LPR • Configuration of Car Detector Mobile Software • Training • Travel Cost
Subtotal Price (Excluding sales tax)		\$5,000.00

Qty	Item #	Description
(6)	CDMS24HWW	2-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5 <ul style="list-style-type: none"> • Full mobile LPR hardware component replacement warranty • Applies to 2-Camera hardware system kit • Valid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$12,000.00

Quoted by:

Dana Reynolds - Customer Engagement Representative - 800-605-6734 - dana.reynolds@motorolasolutions.com

Total Price (Excluding sales tax)	\$71,015.00
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AGENT Installation Agreement for Lake City PD/Watchguard

Statement of Work Item	Work Details	Quantity	Unit Amount	Extended Amount
	Labor to install new dash cameras and remove current dash cameras from Police Vehicles for Lake City, FL	1	\$41,800.00	\$ 41,800.00
	3 Techs for 5 days in Lake City, FL 31 Uninstalls, 35 Installs			\$ -
	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and choice of mounting bracket. 3 hours per vehicle			\$ -
				\$ -
Totals			\$ 41,800.00	\$ 41,800.00

Billing Address:

LAKE CITY, CITY OF
205 N MARION AVE
LAKE CITY, FL 32055
US

Quote Created By:

Tyler Meadows
MR
tylermeadows@callmc.com
8504919951

End Customer:

LAKE CITY, CITY OF
Preston O'Steen
osteenp@lcfla.com
386-984-5400

Contract: HGAC

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	DDN2767A	MG90 I/O CABLE	16	\$25.00	\$21.25	\$340.00
2	DDN2777A	6IN1 SHARKFIN ANTENNA - 2XLTE, GNSS	16	\$365.00	\$310.25	\$4,964.00
3	DDN2766A	MOUNTING BRACKET FOR MG90	16	\$75.00	\$63.75	\$1,020.00
4	TT06353AA	5 YR ESSENTIAL ELITE	16	\$682.00	\$682.00	\$10,912.00
5	TT3457A	MP70 ROUTERS (DC;WIFI)	16	\$899.00	\$764.15	\$12,226.40
6	LSV00Q00203A	DEVICE INSTALLATION	16	\$450.00	\$450.00	\$7,200.00
7	LSV00Q00202A	DEVICE PROGRAMMING	16	\$85.00	\$85.00	\$1,360.00

Grand Total

\$38,022.40(USD)





Pricing Summary:

	Project Price
Sierra Wireless Routers	\$38,022.40
Watchguard 4RE In Car/V300 BWC	\$371,640
Watchguard ALPR	\$71,015
Total	\$475,412.40
<i>Bundled Incentive Purchase -\$35,265.00</i>	
Sale Price	\$445,412.40

File Attachments for Item:

6. City Council Resolution No. 2020-116 - A resolution of the City Council of the City of Lake City, Florida accepting a utility easement from the Parkview Baptist Church, incorporated for the purpose of collection and distribution of storm water from the Gwen Lake Estates area.

CITY COUNCIL RESOLUTION NO. 2020-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ACCEPTING A UTILITY EASEMENT FROM THE PARKVIEW BAPTIST CHURCH, INCORPORATED FOR THE PURPOSE OF COLLECTION AND DISTRIBUTION OF STORM WATER FROM THE GWEN LAKE ESTATES AREA.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for an easement to collect and distribute storm water from the Gwen Lake Estates area along the boundary line of a piece of real property identified by the Columbia County Property appraiser as Parcel ID 00-00-00-12401-000, (hereinafter the "Property"); and

WHEREAS, Parkview Baptist Church, Incorporated (hereinafter "Parkview"), is the owner of the aforementioned Property and the City has requested that Parkview grant a public utility easement to the City; and

WHEREAS, Parkview has agreed to convey a public utility easement to the City and the City Council desires to accept the grant of the utility easement deed, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution; and

WHEREAS, the City Council finds that it is in the best interests of the City to accept the grant of the utility easement deed from Parkview for the purpose of collecting and distributing storm water from the Gwen Lake Estates area.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to accept the grant of a utility easement deed from Parkview, for the purpose of collecting and distributing storm water from the Gwen Lake Estates area.

PASSED AND ADOPTED a meeting of the City Council this ____ day of October 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Return to:
City of Lake City, Florida
Attn: City Clerk
205 N. Marion Ave
Lake City, Florida 32055

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

WARRANTY DEED FOR UTILITY EASEMENT

THIS INDENTURE, made this ____ day of _____, 2020, by PARKVIEW BAPTIST CHURCH, INCORPORATED, which has a mailing address of 268 NW Lake Jeffery Road, Lake City, Florida 32055, herein "Grantor", grants, conveys, and warrants unto City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address of 205 N. Marion Ave, Lake City, Florida 32055, herein "Grantee".

WITNESSETH:

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the premises in which the above described Property is located, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use, and enjoyment of the Property as to Grantor's interest.

Grantor and Grantee acknowledge and agree that the Grantee shall be entitled to alter the easement for the purpose of providing, installing and maintaining water utility lines, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

Grantor hereby covenants and agrees that no buildings, structures or obstacles shall be located, constructed, excavated or created within the Property. If the Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Property. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Property, they shall be erected in a manner not to interfere with the purposes of the Property. If Grantor's future orderly development of Grantor's adjacent premises is

in physical conflict with Grantee's Property, Grantee shall, within sixty (60) days after receipt of written request from Grantor, relocate Grantee's Property to another mutually agreed upon Property in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee' Property: (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

[Remainder of this page intentionally left blank]

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered
in the presence of:

Skylar Teel

Witness' Signature

Skylar Teel

Print Name

Tonya Kolnes

Witness' Signature

Tonya Kolnes

Print Name

**PARKVIEW BAPTIST CHURCH,
INCORPORATED**

By: Bobby Bishop
Bobby Bishop, Vice President

ATTEST:

By: Lex Carswell
Lex Carswell, Secretary

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 20th day of October, 2020 by BOBBY BISHOP, Vice President of Parkview Baptist Church, Incorporated, who is personally known to me or produced _____ as identification.

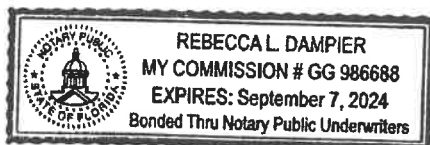


Rebecca L. Dampier
Notary Public – Signature

Rebecca L. Dampier
Notary Name - Printed

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 20th day of October, 2020 by LEX CARSWELL, Secretary of Parkview Baptist Church, Incorporated, who is personally known to me or produced _____ as identification.



Rebecca L. Dampier
Notary Public – Signature

Rebecca L. Dampier
Notary Name - Printed

EXHIBIT A

EASEMENT DESCRIPTION

Wednesday, August 12, 2020

FOR: Parkview Baptist Church
Tax Parcel #00-00-00-12401-000

COMMENCE at the Northwest corner of Block 9, Unit 4, Gwen Lake Estates, a subdivision recorded in the Public Records of Columbia County, Florida and run South 01°07'54" East along the West line of said Unit 4, Gwen Lake Estates, a distance of 335.72 feet; thence South 69°05'42" East a distance of 65.57 feet; thence South 45°58'49" East a distance of 36.30 feet; thence South 76°51'55" East a distance of 52.88 feet; thence South 05°49'43" East a distance of 19.66 feet; thence North 53°03'29" East a distance of 43.12 feet; thence North 57°07'55" East a distance of 88.26 feet; thence South 49°36'08" East a distance of 105.25 feet; thence North 76°51'00" East a distance of 91.58 feet; thence South 58°32'19"E a distance of 9.55 feet to the POINT OF BEGINNING; thence South 58°32'19"E a distance of 38.65 feet; thence South 31°27'41" West a distance of 40.00 feet; thence North 58°32'19" West a distance of 31.80 feet; thence South 76°51'00" West a distance of 14.56 feet; thence North 35°27'18" East a distance of 50.35 feet to the POINT OF BEGINNING. Containing 0.04 acres, more or less.

File Attachments for Item:

7. City Council Resolution No. 2020-119 A resolution of the City Council of the City of Lake City, Florida authorizing the execution of the Environmental Systems Research Institute, Inc. Small Municipal Enterprise Agreement, for software licensing for the City GIS Department, for a term of three years at a price not-to-exceed \$27,500.00 per year.

CITY COUNCIL RESOLUTION NO. 2020-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. SMALL MUNICIPAL ENTERPRISE AGREEMENT, FOR SOFTWARE LICENSING FOR THE CITY GIS DEPARTMENT, FOR A TERM OF THREE YEARS AT A PRICE NOT-TO-EXCEED \$27,500.00 PER YEAR.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) currently uses Standard Workgroup licenses with Environmental Systems Research Institute, Inc. (hereinafter “Esri”), which are renewed annually; and

WHEREAS, the current licenses are no longer sufficient to meet the needs and growth of the GIS Department and new and additional licensing has been priced at \$27,500.00 annually for a term of three (3) years in accordance with the terms and provisions of the *Small Enterprise Agreement County and Municipality Government*, attached hereto as “Exhibit A” (hereinafter “Agreement”); and

WHEREAS, Section 2-178, Code of the City of Lake City, Florida requires a competitive bidding process and a formal contract to be entered when procuring services valued in excess of \$20,000.00, unless an exemption applies; and

WHEREAS, the city administration has identified Esri as the exclusive agent for the equipment needed which meets the sole source exemption to the competitive procurement required by section 2-178, Code of the City of Lake City, Florida; and

WHEREAS, the City Council finds it to be in the best interests of the City to enter into the Agreement with Esri upon the terms and conditions contained in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to execute and enter into the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided, however, that any such changes or modifications shall not cause the payment to the Esri to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Agreement in the name, and on behalf of the City, with such changes, amendments, modifications, omission, and additions made by the City Manager and City Attorney. Execution by the Mayor and Esri shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED by the City Council on the ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Esri Use Only:
 Cust. Name City of Lake City
 Cust. # 373875
 PO # 2021-00000090
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-1)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
 Spatial Analyst, ArcGIS Engine Geodatabase Update,
 ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 50 ArcGIS Online Viewers
 50 ArcGIS Online Creators
 10,000 ArcGIS Online Service Credits
 50 ArcGIS Enterprise Creators
 2 ArcGIS Insights in ArcGIS Enterprise
 2 ArcGIS Insights in ArcGIS Online
 5 ArcGIS Tracker for ArcGIS Enterprise
 5 ArcGIS Tracker for ArcGIS Online
 2 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 2 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Lake City
(Customer)

By: _____
Authorized Signature

Printed Name: Joseph Helfenberger

Title: City Manager

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: Jason Dumas

Telephone: 386-758-5400 xt 458

Address: 692 SW St. Margarets St.

Fax: _____

City, State, Postal Code: Lake City, FL 32055

E-mail: dumasj@lcfla.com

Country: United States

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

- 4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

- 4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Account 030.45 - Operating Expense Insurance

410.70.536-030.45	FMIT	207,607.00
Account 030.45 - Operating Expense Insurance Totals		<u>\$207,607.00</u>

Account 030.46 - Operating Expense Repair & Maintenance

410.70.536-030.46	Annual Generator Load Test	2,500.00
410.70.536-030.46	Building Repairs / Maintenance	10,000.00
410.70.536-030.46	Maintenance for Plotters	500.00
410.70.536-030.46	Pest Control	420.00
410.70.536-030.46	Quarterly Inspection / Servicing	5,000.00
410.70.536-030.46	Security Camera Repairs	2,500.00
410.70.536-030.46	Survey/GIS Equipment	3,000.00
410.70.536-030.46	Truck and Equipment	5,000.00
Account 030.46 - Operating Expense Repair & Maintenance Totals		<u>\$28,920.00</u>

Account 030.47 - Operating Expense Printing & Binding

410.70.536-030.47	Business Cards	200.00
410.70.536-030.47	Printing and Binding	500.00
Account 030.47 - Operating Expense Printing & Binding Totals		<u>\$700.00</u>

Account 030.49 - Operating Expense Other Current Charges

410.70.536-030.49	Addressing/GIS Support-Columbia County	10,000.00
410.70.536-030.49	Advertising - LCR	2,000.00
410.70.536-030.49	ArcGIS Small Enterprise (Includes all Esri Licensing)	30,000.00
410.70.536-030.49	AutoCad Civil License	3,000.00
410.70.536-030.49	GIS Support/Consulting	15,000.00
410.70.536-030.49	Trimble VRSNow RTK Correction Server	1,900.00
Account 030.49 - Operating Expense Other Current Charges Totals		<u>\$61,900.00</u>

Account 030.51 - Operating Expense Office Supplies

410.70.536-030.51	Office Supplies	5,000.00
Account 030.51 - Operating Expense Office Supplies Totals		<u>\$5,000.00</u>

Account 030.52 - Operating Expense Operating Supplies

410.70.536-030.52	Computers and Monitors	2,500.00
410.70.536-030.52	Fuel - Other	1,000.00
410.70.536-030.52	Fuel - Vehicle	10,000.00
410.70.536-030.52	iPads W/Verizon	2,400.00
410.70.536-030.52	Janitorial Supplies	2,000.00
410.70.536-030.52	Safety Boots	450.00
410.70.536-030.52	Safety Equipment and Supplies	4,000.00
410.70.536-030.52	Stipend-Pants	650.00
410.70.536-030.52	Survey and GIS Supplies	5,000.00
Account 030.52 - Operating Expense Operating Supplies Totals		<u>\$28,000.00</u>

Account 030.54 - Operating Expense Books, Subscription & Membership

410.70.536-030.54	ICMA	800.00
410.70.536-030.54	Training Manuals/Material	1,000.00
Account 030.54 - Operating Expense Books, Subscription &		<u>\$1,800.00</u>



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/7/2020 To: 1/5/2021*

Quotation # Q-426110

Date: October 7, 2020

Customer # 373875 Contract #

City of Lake City
GIS Department
205 N Marion St
Lake City, FL 32055-3918

ATTENTION: Jason Dumas
PHONE: 386-758-5400 x458
EMAIL: dumasj@lcfla.com

Material	Qty	Term	Unit Price	Total
168177	1	Year 1	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 2	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				
168177	1	Year 3	\$27,500.00	\$27,500.00
Populations of 0 to 25,000 Small Government Term Enterprise License Agreement				

Subtotal: \$82,500.00

Sales Tax: \$0.00

Estimated Shipping and Handling (2 Day Delivery): \$0.00

Contract Price Adjust: \$0.00

Total: \$82,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:
Tyler Nuttall

Email:
tnuttall@esri.com

Phone:
(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

NUTTALLT

This offer is limited to the terms and conditions incorporated and attached herein.

File Attachments for Item:

8. City Council Resolution No. 2020-121 - A resolution of the City Council of the City of Lake City, Florida supporting, adopting, and implementing the Columbia County 2020 five year update of the Local Mitigation Strategy.

CITY COUNCIL RESOLUTION NO. 2020-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA SUPPORTING, ADOPTING, AND IMPLEMENTING THE COLUMBIA COUNTY 2020 FIVE YEAR UPDATE OF THE LOCAL MITIGATION STRATEGY.

WHEREAS, Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5165, as amended by the Disaster Mitigation Act of 2000 (DMA2K) (P.L. 106-390) requires local governments to undertake a hazard identification risk assessment approach to reduce the impacts of identified natural hazards and man-made hazards for Columbia County in the Local Mitigation Strategy (hereinafter “LMS”); and

WHEREAS, 44 Code of Federal Regulations Part 201.6 requires local governments to have a Federal Emergency Management Agency (hereinafter “FEMA”) approved LMS, and requires the review and revision of the LMS to reflect any changes in County development, success in local mitigation efforts, changes in the County’s mitigation priorities, and submit the Strategy for FEMA approval every five (5) years in order to apply for and receive funding through the different Hazard Mitigation Assistance Grants; and

WHEREAS, Florida Administrative Code 27P-22 requires local jurisdictions to organize, maintain, and submit annual reports to the Florida Division of Emergency Management (hereinafter “FDEM”) through the County Chair of the LMS Working Group in order to remain eligible for current and future Hazard Mitigation Grant Program funding projects; and

WHEREAS, the LMS was most recently updated (a copy of which is available in the office of the City Clerk) by the Columbia County LMS Working Group and submitted to FDEM, and FDEM provided an official notice of approval of the LMS, pending adoption by the local governments, dated September 29, 2020, a copy of said notice is attached hereto; and

WHEREAS, the LMS serves as the Floodplain Management Plan and adds value to the Community Rating System in offsetting financial costs through public outreach and flood mitigation projects; and

WHEREAS, the LMS serves as the Community Wildfire Protection Plan further enhancing the County’s partnership with Florida Forest Service and wildfire mitigation activities; and

WHEREAS, FEMA requires the adoption of the revised LMS by each of the jurisdiction’s local governing bodies, identified in the plan, in order to continue to remain eligible for Hazard Mitigation Assistance Grants.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are made a part of this resolution.

Section 2. The Columbia County Local Mitigation Strategy, 2020 five-year update is hereby adopted and authorized for implementation.

Section 3. The City of Lake City shall assign a representative to participate on the Columbia County LMS Working Group.

Section 4. This resolution shall be in effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council on the ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

September 29, 2020

Shayne Morgan, Director
Columbia County Emergency Management
263 NW Lake City Avenue
Lake City, Florida 32055

Re: Columbia County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Morgan,

This is to confirm that we have completed a State review of the Columbia County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Columbia County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Columbia County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Columbia County, Unincorporated
City of Lake City
Town of Fort White

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Columbia County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Laura Waterman at Laura.Waterman@em.myflorida.com or 850-815-4512.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,
email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.09.29 14:30:13 -04'00'

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA/lw

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

File Attachments for Item:

9. City Council Resolution No. 2020-123 - A resolution of the City Council of the City of Lake City, Florida authorizing the City, by and through its Lake City Police Department, to enter into a Memorandum of Understanding with the Department of Veterans Affairs to provide backup law enforcement services as needed.

CITY COUNCIL RESOLUTION NO. 2020-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY, BY AND THROUGH ITS LAKE CITY POLICE DEPARTMENT, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE DEPARTMENT OF VETERANS AFFAIRS TO PROVIDE BACKUP LAW ENFORCEMENT SERVICES AS NEEDED.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), by and through its Lake City Police Department (hereinafter the "LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Department of Veterans Affairs (hereinafter the "VA") to provide backup law enforcement services as described in the attached memorandum of understanding, incorporated and made a part of this resolution (hereinafter the "MOU").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is hereby authorized to execute and enter the attached memorandum of understanding with the VA.

(Remainder of page intentionally left blank.)

Section 3. The Mayor and Chief of Police are authorized to execute the attached memorandum of understanding for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



**U. S. DEPARTMENT OF VETERANS AFFAIRS
NORTH FLORIDA/SOUTH GEORGIA
VETERANS HEALTH SYSTEM
1601 SW Archer Road
Gainesville, Florida 32608**

October 1, 2020

Chief Argatha Gilmore
Lake City Police Department
225 N.W. Main Boulevard
Lake City, Florida 32055

Dear Chief Gilmore,

1. The Department of Veterans Affairs requires (VA) Police to maintain current written support agreements with all local law enforcement agencies. I am writing to update the Memorandum of Understanding between the Department of Veteran Affairs Medical Center (VAMC), located at 619 S. Marion Avenue, Lake City, Florida 32025, which encompasses the Lake City VA Primary Clinic located at 484 SW Commerce Drive, Lake City, FL 32025 and the Lake City Police Department.
2. All properties under the control or ownership of the VA are under concurrent jurisdiction. This jurisdiction grants local civil police agencies full rights to exercise law enforcement functions on VA medical center grounds.
3. For clarity it is imperative that we enter into a memorandum of understanding outlining agency responsibilities and expectations.
4. Although our VA Police Officers are highly trained and experienced in meeting most disturbances and other related police functions without the need for civil intervention or assistance, we may still encounter certain situations that would require your department's assistance.
5. These needs would include, but may not be limited to the following situations where your department's assistance would be required:
 - a. Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
 - b. Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave VA police jurisdiction.

c. Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicle.

d. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.

e. To assist confirming the identification of wanted subjects, arrest and/or detain individuals who have outstanding warrants issued for their arrest by civil law enforcement agencies. VA Police would execute the detention and physical arrest of subjects under Federal warrants.

f. To provide additional officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to patients, visitors, medical staff, or themselves.

g. Provide assistance in the transportation of prisoner's who have been arrested at the VA Medical Center on occasions when there are only two VA Police officers on-duty.

h. Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, this agreement establishes inter-agency support for the VA Police to receive investigative assistance from the Lake City Police Department. This assistance may range from establishing, preserving and/or controlling the scene, to performing as the lead investigative agency.

Chief Gilmore, if you concur with this support agreement, please sign two copies, retaining a copy for your files and returning a copy to us.

If you should have any questions or concerns regarding this matter or any other issue, please feel free to contact me at 352-548-6000 extension 7033.

We look forward to maintaining a close and professional working relationship with your department.

Sincerely Yours,

Wayne E. NeSmith
Chief, VA Police
North Florida/South Georgia Veterans Health System

I concur with this agreement: _____

Argatha Gilmore, Chief

Date: _____

File Attachments for Item:

10. City Council Resolution No. 2020-125 - A resolution of the City Council of the City of Lake City, Florida authorizing the execution of an amendment to the scope of work of the contract with James Moore & Co., P.L., to include auditing services to the Community Redevelopment Agency for fiscal years ending September 30th of 2020, 2021, 2022 and 2023.

CITY COUNCIL RESOLUTION NO. 2020-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE SCOPE OF WORK OF THE CONTRACT WITH JAMES MOORE & CO., P.L., TO INCLUDE AUDITING SERVICES TO THE COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEARS ENDING SEPTEMBER 30TH OF 2020, 2021, 2022, and 2023.

WHEREAS, by City Council Resolution No. 2018-009, the City of Lake City, Florida (hereinafter the "City") authorized James Moore & Co., P.L., (hereinafter "James Moore") to provide outside auditing services (hereinafter the "Services") for the fiscal years ending September 30th of 2018, 2019, and 2020; and

WHEREAS, by City Council Resolution No. 2020-030, the City authorized additions to the Scope of Work of the contract with James Moore to include preparation of a fixed asset and depreciation schedule at a cost of \$4,000.00; and

WHEREAS, by City Council Resolution No. 2020-067, the City authorized a three (3) year extension to the auditing services provided by James Moore & Co., P.L. to include fiscal years ending September 30th of 2021, 2022 and 2023; and

WHEREAS, the City administration has received a response from James Moore relating to the City's inquiry about the costs associated with assistance from James Moore in the auditing services of the Community Redevelopment Agency (hereinafter the "CRA"); and

WHEREAS, the Services are not included in the Contract entered into

10/22/20

FLK/bm

pursuant to City Council Resolution No. 2018-009; and

WHEREAS, the City Council finds that the Services would benefit the City and be in the best interest of the City; and

WHEREAS, the City Council and James Moore desire to execute an addendum to the initial Contract to include the Services included within "Exhibit A", attached hereto, as well as the additional costs of \$5,000.00 per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to execute the proposal dated August 21, 2020, attached hereto, as an addendum to the aforementioned Contract and the Mayor is authorized to execute the same.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



August 21, 2020

To the Honorable Mayor, City Council, and City Manager
City of Lake City, Florida:

You have requested that we audit the financial statements of the governmental activities and each major fund of the Community Redevelopment Agency (the CRA) as of September 30, 2020, 2021, 2022 and 2023, and for the years then ended, and the related notes to the financial statements, which collectively comprise the CRA's financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

Audit of the Financial Statements

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

121 Executive Circle	133 East Indiana Avenue	5931 NW 1st Place	2477 Tim Gamble Place, Suite 200
Daytona Beach, FL 32114-1180	DeLand, FL 32724-4329	Gainesville, FL 32607-2063	Tallahassee, FL 32308-4386
Telephone: 386-257-4100	Telephone: 386-738-3300	Telephone: 352-378-1331	Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities worldwide

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; Government Auditing Standards of the Comptroller General of the United States of America; the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of the CRA's financial statements. Our report will be addressed to the governing body of the CRA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, upon completion of our audit.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
4. For taking prompt action when instances of noncompliance are identified;

5. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
6. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
7. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
8. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
9. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
10. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
11. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
12. For the accuracy and completeness of all information provided;
13. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Examination Engagement

You have requested that we examine the CRA's compliance for the fiscal years ended September 30, 2020, 2021, 2022 and 2023, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*
- Sections 163.387(6) and (7), Florida Statutes, *Redevelopment Trust Fund*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the CRA complied in all material respects with the Statutes.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether the CRA complied with the Statutes, in all material respects. The procedures selected depend on the practitioner's judgment, including

the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to the Statutes, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which compliance with the Statutes will be evaluated; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the CRA's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year</u>	<u>CRA Audit</u>
2020	\$ 5,000
2021	5,000
2022	5,000
2023	5,000

This engagement may be renewed for additional periods at the option of both parties in conjunction with any renewals options per our primary engagement letter for the audit of the City of Lake City, Florida's financial statements. Any renewals will be evidenced by a new engagement letter. All other applicable terms and conditions of our primary engagement letter are hereby incorporated into this engagement. Should any terms conflict, the terms outlined in the primary engagement letter shall prevail.

It is acknowledged by both parties that the audit requirement for the CRA was established by Chapter 2019-163, Laws of Florida, which amended Section 163.387(8), Florida Statutes, to require an audit for all community redevelopment agencies with a total of revenues or expenditures in excess of \$100,000. Should this requirement not apply to the CRA in a given year, whether due to the financial activity of the CRA or an additional modification to the applicable statutes, the terms of this engagement letter shall not apply unless agreed upon by both parties.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We will perform the following nonattest services: preparation of financial statements. With respect to any nonattest services we perform, the CRA's management is responsible for (a) making all management

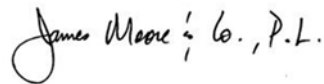
decisions and performing all management functions; (b) assigning a competent individual (Donna Duncan) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter hereby incorporates any overall engagement terms outlined in the primary engagement letter for the City audit that have not been addressed herein.

We appreciate the opportunity to be of service to the CRA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the City of Lake City, Florida.

By _____

Title _____

Date _____

File Attachments for Item:

11. City Council Resolution No. 2020-126 - A resolution of the City Council of the City of Lake City, Florida authorizing the City to execute an agreement accepting a utility easement from Nextran Corporation for purposes of constructing and maintaining a lift station for the city's utilities at a cost equal to the impact fees associated with connecting to the city's utilities.

CITY COUNCIL RESOLUTION NO. 2020-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY TO EXECUTE AN AGREEMENT ACCEPTING A UTILITY EASEMENT FROM NEXTRAN CORPORATION FOR PURPOSES OF CONSTRUCTING AND MAINTAINING A LIFT STATION FOR THE CITY'S UTILITIES AT A COST EQUAL TO THE IMPACT FEES ASSOCIATED WITH CONNECTING TO THE CITY'S UTILITIES.

WHEREAS, the City of Lake City, Florida, (hereinafter the "City"), has identified a need for an easement to construct a lift station along the boundary line of a piece of real property identified by the Columbia County Property Appraiser as number 19-4S-17-08558-112 (hereinafter the "Property"); and

WHEREAS, Nextran Corporation (hereinafter "Nextran") is the owner of the aforementioned Property and the City has requested Nextran grant a public utility easement to the City; and

WHEREAS, Nextran has agreed to convey a public utility easement to the City measuring 50 feet (50') by 50 feet (50') for a lift station and an additional 20 feet (20') running the length of the Property; and

WHEREAS, the City Council desires to enter into an *Agreement Between the City of Lake City, Florida and Nextran Corporation, for the Conveyance of an Easement and Utility Connections* (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A", accepting the grant of a utility easement deed made a part of this resolution.

WHEREAS, the City Council finds that it is in the best interests of the

City to enter into the Agreement accepting the grant of a utility easement deed from Nextran for the purpose of constructing a lift station to service the surrounding area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into the Agreement accepting the grant of a utility easement deed from Nextran for the purpose of constructing and maintaining a lift station.

PASSED AND ADOPTED a meeting of the City Council this ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

AGREEMENT BETWEEN THE CITY OF LAKE CITY, FLORIDA AND NEXTRAN CORPORATION, FOR THE CONVEYANCE OF AN EASEMENT AND UTILITY CONNECTIONS

THIS AGREEMENT is made and entered into this 15th day of December, 2020, by and between CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, having a principal and mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and NEXTRAN CORPORATION, having a mailing address of Post Office Box 2880, Jacksonville, Florida 32203 (hereinafter "Nextran"), and collectively the "Parties."

RECITALS

WHEREAS, Nextran is the owner of certain real property located in Lake City, Florida, identified by the Columbia County Property Appraiser as Parcel ID 19-4S-17-08558-112 ("Nextran's Parcel") and more particularly described in the legal description of the Boundary Survey attached hereto as "Exhibit A" and by this reference made a part hereof ("Easement Parcel"); and

WHEREAS, City either provides or desires to provide utility services to the residential and commercial property owners located in the vicinity of the Easement Parcel; and

WHEREAS, City desires an easement over the Easement Parcel to construct, maintain, and operate a lift station to enhance the quality of the utility services provided to the residential and commercial property owners located in the vicinity of the Easement Parcel; and

WHEREAS, Nextran is willing to convey the Easement Parcel to the City to construct, maintain, and operate a lift station to enhance the quality of the utility services provided to the residential and commercial property owners located in the vicinity of the Easement Parcel; and

WHEREAS, Nextran desires to connect to the City's utilities at such time the utilities become available to Nextran's Parcel; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

Section 1. Recitals. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. Purpose of the Agreement. The purpose of this Agreement is to establish and memorialize the intent and desire of the Parties to convey, by Nextran, an easement to the City at a cost equal to the cost of impact fees the City will require of Nextran to connect to the City utilities once such utilities are available to Nextran's Parcel.

Section 3. Obligations of Nextran. Nextran shall grant and convey to the City a perpetual and exclusive right and easement to construct, maintain, and operate a lift station. The conveyance shall be in the form of "Exhibit B" attached hereto. Nextran shall charge to the City the amount of thirty-five thousand one

hundred five dollars and seventy-two cents (\$35,105.72) for the conveyance. Nextran agrees to receive as full compensation for the easement, a credit towards the impact fees to be charged by the City for Nextran's utility connection to the City's utility system within five (5) years of the utility system being made available to Nextran's Parcel.

Section 4. Obligations of City. City shall perform the following:

A. At the City's sole cost and expense, shall construct, maintain, and operate on the Easement Parcel the following:

(1) A lift station within the Easement Parcel and shall be responsible for compliance with all environmental laws and other governmental and quasi-governmental requirements regarding the same including, but not limited to, those of the Suwannee River Water Management District and Florida Department of Environmental Protection.

(2) Adequate security around the lift station located on the Easement Parcel and restrict access to the lift station to only authorized personnel.

(3) An asphalt milling driveway over the portion of the Easement Parcel that the City finds necessary to construct, maintain, and operate the lift station.

B. Create an account for the owner of Nextran's Parcel and credit the account for the current cost of impact fees which the Parties agree is thirty-five thousand one hundred five dollars and seventy-two cents (\$35,105.72), and connect the utilities of Nextran's Parcel to the City's utility system within five (5) years of the utility system being made available. The City shall notify Nextran when the utility system is available.

Section 5. Successors and Assigns; No Third-Party Beneficiaries. The provisions hereof shall:

A. be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns;

B. be perpetual and run with the land as a benefit to the City and a burden upon Nextran's Parcel;

C. not create any rights in or for the benefit of any third parties.

Section 6. Governing Law and Venue. This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. Any litigation to enforce any of the provisions of this Agreement shall be filed in the appropriate courts of Columbia County, Florida. The Parties agree that this provision survives with respect to any bankruptcy or receivership proceeding in any state.

Section 7. Headings. The headings, captions, and arrangements used in this Agreement are, unless specified otherwise, for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement nor affect the meaning thereof. All terms utilized in this Agreement shall be construed, wherever

the context so requires so that the singular number shall include the plural and the plural shall include the singular.

Section 8. Entire Agreement and Amendments. This Agreement contains the entire understanding between the Parties and shall not be amended or modified except in a writing signed by the Party to be charged.

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

D.B.R.
Witness
Derrick B Rudd
(type or print name)

[Signature]
Witness
Alexandra Pritchett
(type or print name)

NEXTRAN CORPORATION

By: [Signature]
Jon W. Pritchett,
President and Secretary

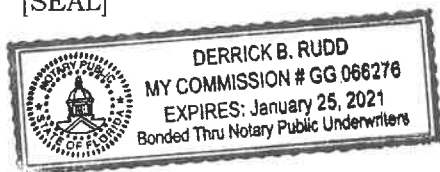
[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF Union

The foregoing instrument was acknowledged before me by means of [check one box] X physical presence or _____ online notarization, this 15th day of October, 2020 by JON W. PRITCHETT, President and Secretary of Nextran Corporation, who is either X personally known to me or produced _____ as identification.

[SEAL]



[Signature]
Notary Public - Signature

Derrick B Rudd
Notary Name - Printed

[Signatures continue on the next page.]

Signed, sealed and delivered
in the presence of:

CITY OF LAKE CITY, FLORIDA

Witness

(Type or print name)

Witness

(Type or print name)

APPROVED AS TO FORM
AND LEGALITY:

By: _____
Stephen M. Witt, Mayor

[SEAL]

ATTEST:

By: _____
Fredrick L. Koberlein Jr.
City Attorney

By: _____
Audrey E. Sikes, City Clerk

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of [check one box] _____ physical presence or _____ online notarization, this _____ day of _____, 2020 by STEPHEN M. WITT, Mayor of the City of Lake City, Florida, and AUDREY E. SIKES, City Clerk of the City of Lake City, Florida, who are either _____ personally known to me or produced _____ as identification.

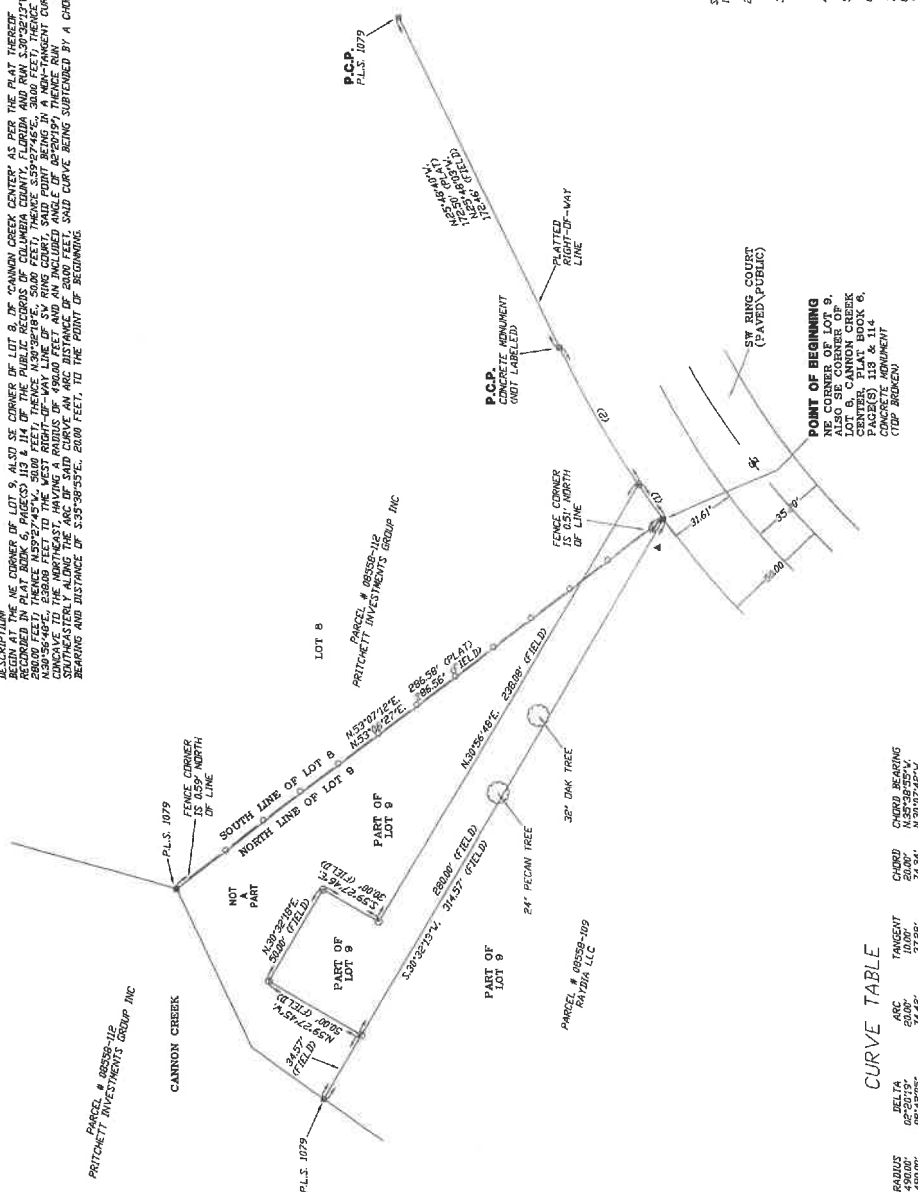
[SEAL]

Notary Public – Signature

Notary Name - Printed

EXHIBIT A

Boundary Survey

[illegible]

RADIUS	DELTA	ARC	TANGENT
490.00'	0°-20'19"	20.00'	10.00'
410.00'	0°-14'58"	14.00'	7.00'
410.00'	0°-14'58"	14.00'	7.00'

1. THE FOLLOWING NOTES:
2. A. BOUNDARY SURVEY FOR SHIP PLAT OF RECORD NO. 230-21371374, BASED ON A DEED OF RECORD DESCRIBED AS PART OF SAID LOT 9 AND SHOWN HEREIN AS BEING PART OF SAID LOT 9.
3. B. THE ORIGINAL SURVEY FOR SHIP PLAT OF RECORD NO. 230-21371374, BASED ON A DEED OF RECORD DESCRIBED AS PART OF SAID LOT 9 AND SHOWN HEREIN AS BEING PART OF SAID LOT 9, IS DETERMINED TO BE OUTSIDE THE ZONING DISTRICT.
4. C. THE 500' WIDE FLOOD PLAIN AS PER FLOOD RATE MAP, DATED 6 NOVEMBER, 2018 FLOOD MAP NO. 2003-000800 AND 15620003822. HOWEVER, THE FLOOD INSURANCE RATE MAP, DATED 6 NOVEMBER, 2018 FLOOD MAP NO. 2003-000800 AND 15620003822, IS LOCATED ON THE SOUTH EAST CORNER OF THE SURVEY DRAINAGE ARE AS LOCATED ON THE MAP OF THE SURVEY AS SHOWN HEREIN.
5. D. THE SURVEY EXCEPT AS SHOWN HEREIN.
6. E. THE SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR A TITLE INSURANCE POLICY.
7. F. DIMENSIONS SHOWN HEREIN ARE IN FEET AND DECIMAL PARTS THEREOF.
8. G. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
9. H. THIS SURVEY IS BASED ON THE RECORDS OF THE COUNTY ENGINEER, BASED ON THE COUNTY PROPERTY APPRAISERS GIS SYSTEM, UNLESS OTHERWISE NOTED.

CERTIFIED TO:
CITY OF LAKE CITY

CONSERVATION'S CERTIFICATION

HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-12, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

06/09/20 FIELD SURVEY DATE

06/10/20 DRAWING DATE

L. SCOTT BRITT, P.S.M.
CERTIFICATION # 5757

NOTE: UNLESS IT BEARS THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BRITT SURVEYING
& MAPPING, LLC

LAND SURVEYORS AND MAPPERS, L.B. # 8016
2086 SW MAIN BLVD, SUITE. 112
LAKE CITY, FLORIDA 32025

www.britishsurvey.com

TELEPHONE: (386) 752-7163 FAX: (386) 752-5573

WORK ORDER # L-26834

EXHIBIT B
Utility Easement Deed

Return to:
City of Lake City, Florida
Attn: City Clerk
205 N. Main Street
Lake City, Florida 32055

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

UTILITY EASEMENT DEED

THIS INDENTURE, made this 15th day of October, 2020, by NEXTRAN CORPORATION, a corporation existing under the laws of Florida, formerly known as Pritchett Investment Group, Inc., and having a mailing address of Post Office Box 2880, Jacksonville, Florida 32203, herein "Grantor", and City of Lake City, Florida, a municipal corporation organized under the laws of the State of Florida, which has a mailing address of 205 N. Main Street Lake City, Florida 32055, herein "Grantee".

WITNESSETH:

That Grantor, for and in consideration of the mutual obligations herein contained, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, an easement on, over, under, and across real property in Columbia County, Florida, described in "Exhibit A" attached hereto and incorporated herein (the "Easement Property") for the purposes expressly set forth herein, which Easement Property consists of a portion of the real property that is owned by Grantor that is more particularly described on "Exhibit B" attached hereto and incorporated herein (the "Nextran Property").

Grantor hereby warrants and covenants, (a) that it is the owner of the fee simple title to the Easement Property, (b) that it has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of the Easement Property as to Grantor's interest, subject to the terms and conditions of this easement.

Grantor and Grantee acknowledge and agree that the Grantee, at Grantee's sole cost and expense, shall be entitled to alter the Easement Property for the purpose of constructing a lift station. These alterations shall include, but are not limited to, installing a lift station for the public utility

systems, relocating a portion of the existing fence from the Easement Property to the boundary of the Nextran Property (which relocated fence shall connect to the existing fence on the Nextran Property), installing a gate to encompass the utility easement, and constructing an asphalt milling driveway, together with all rights reasonably necessary or incident thereto, including the right of ingress and egress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein. Grantee shall keep and maintain the Easement Property in an orderly condition.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed under corporate seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

NEXTRAN CORPORATION, a Florida
corporation, formerly known as Pritchett
Investment Group, Inc.

[Signature]
Witness' Signature
Alexander Pritchett
(type or print name)

By: [Signature]
JON W. PRITCHETT,
President and Secretary

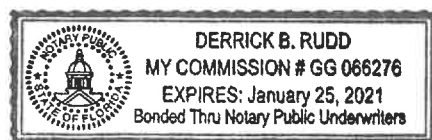
[Signature]
Witness' Signature
Derrick B Rudd
(type or print name)

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF Union

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 15th day of October, 2020 by JON W. PRITCHETT, President and Secretary of Nextran Corporation, a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.



[Signature]
Notary Public - Signature

Derrick B Rudd
Notary Name - Printed

Exhibit "A"

Legal Description of the Easement Property

L-26634
Parcel #08558-112

DESCRIPTION:

BEGIN AT THE NE CORNER OF LOT 9, ALSO SE CORNER OF LOT 8, OF "CANNON CREEK CENTER" AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE(S) 113 & 114 OF THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA AND RUN S.30°32'13"W., 280.00 FEET; THENCE N.59°27'45"W., 50.00 FEET; THENCE N.30°32'18"E., 50.00 FEET; THENCE S.59°27'46"E., 30.00 FEET; THENCE N.30°56'48"E., 238.08 FEET TO THE WEST RIGHT-OF-WAY LINE OF SW RING COURT, SAID POINT BEING IN A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 490.00 FEET AND AN INCLUDED ANGLE OF 02°20'19"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 20.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S.35°38'55"E., 20.00 FEET, TO THE POINT OF BEGINNING.

Exhibit "B"

Legal Description of the Nextran Property

A part of Lot 8 and 9 of "CANNON CREEK CENTER" and a part of Cannon Creek according to the plat thereof as recorded in Plat Book 6 Pages 113-114 of the public records of Columbia County, Florida, more particularly described as follows: COMMENCE at a concrete monument on the Northeasterly right-of-way line of Interest #75 marking a common corner to Lots 7 and 8 of said Cannon Creek Center and run S 27°29'28" E, 445.0 feet for POINT OF BEGINNING; thence N 61 °48'06" E, 483.55 feet to the Southwesterly right-of-way of Cannon Creek Center Road (A 100 foot right-of-way); said point being on a curve concave to the Southeast having a radius of 356.95 feet, an included angle of 22°05'36"; thence Southerly along the arc of said curve for an arc distance of 137.64 feet; thence S 25°48'40" E, 172.50 feet to a point of curve of a curve concave to the Northeast having a radius of 490.00 feet, an included angle of 11°04'08"; thence Southeasterly along the arc of said curve for an arc distance of 94.66 feet; thence S 30°28'44" W, 569.80 feet to the Northeasterly right-of-way of said Interstate #75; said point being on a curve to the Northwest having a radius of 1849.86 feet, an included angle of 3°39'50"; thence Northwesterly along said curve for an arc distance of 118.27 feet: thence N 27°29'28" W, 582.83 feet to the POINT OF BEGINNING.

File Attachments for Item:

12. City Council Resolution No. 2020-127 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the COVID-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2020-127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S EXTENSION OF THE STATE OF EMERGENCY ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in

Executive Order 20-52; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until 12:01 a.m. on November 1, 2020; and

WHEREAS, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamations extending the current state of emergency, copies of which are attached hereto as "Exhibits A and B"; and

WHEREAS, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-033.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of November 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.
City Attorney

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

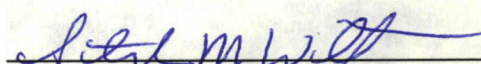
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective October 20, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective October 20, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 20th day of October 2020.


Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

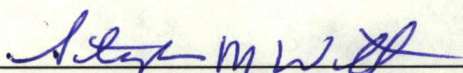
WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective October 27, 2020.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective October 27, 2020.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 27th day of October 2020.


Stephen M. Witt, Mayor
City of Lake City