

RESOLUTION NO. 2018-404

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, THE PGA TOUR, AND MOTOROLA SOLUTIONS, INC., FOR THE RELOCATION OF THE COUNTY'S INTEROPERABLE COMMUNICATIONS FACILITIES, INCLUDING THE PROVISION OF A TEMPORARY COMMUNICATIONS SITE DURING THE RELOCATION PROCESS, RECOGNIZING UNANTICIPATED REVENUE IN THE AMOUNT OF \$341,118 AND APPROPRIATING THE FUNDS INTO THE COUNTY'S FISCAL YEAR 2019 BUDGET, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.**

**WHEREAS**, the County and the PGA TOUR (the TOUR) entered into a Purchase and Sale Agreement dated October 12, 2017, pursuant to which the County transferred certain property located in St. Johns County to the TOUR (the Premises), on which there is currently a telecommunications tower (the Existing Tower) owned by the TOUR; and

**WHEREAS**, the County currently owns, operates and maintains communications facilities (the County Facilities) at the Premises and on the Existing Tower as part of its interoperable communication system for use by local, state, and federal public safety agencies providing law enforcement, firefighting, ambulance, emergency medical, emergency management, and other emergency and government-related services to the citizens of St. Johns County; and

**WHEREAS**, in connection with the sale of the Premises, the TOUR will be constructing a replacement telecommunications tower (the New Tower) and relocating the County Facilities from the Existing Tower to the New Tower, at the TOUR's sole cost and expense; and

**WHEREAS**, Motorola Solutions, Inc. (Motorola), will provide support and assistance during the process of relocating the County Facilities to ensure that there is no loss of public safety communications; and

**WHEREAS**, the attached Interoperable Communications Facilities Relocation Agreement sets forth the obligations of the County, the TOUR, and Motorola in connection with the relocation of the County Facilities; and

**WHEREAS**, the funding of the relocation of the interoperable communications equipment and the reimbursement of these expenses by the TOUR in the amount of three hundred forty-one thousand one hundred eighteen dollars (\$341,118.00) was not anticipated in preparing the Fiscal Year 2019 St. Johns County Annual Budget; and

**WHEREAS**, the TOUR reimbursement funds need to be recognized and appropriated into

the County's Fiscal Year 2019 annual budget; and

**WHEREAS**, entering into the Interoperable Communications Facilities Relocation Agreement and recognizing and appropriating the PGA TOUR reimbursement funds into the Fiscal Year 2019 St. Johns County Annual Budget is in the best interests of the public health, safety, and welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

**Section 1.** The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.

**Section 2.** The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached Interoperable Communications Facilities Relocation Agreement between St. Johns County, PGA TOUR, Inc., and Motorola Solutions, Inc., and authorizes the County Administrator to execute the agreement on behalf of St. Johns County substantially in the same form as attached.

**Section 3.** The Board of County Commissioners hereby recognizes the unanticipated revenue in the amount of \$341,118 and appropriates the funds into the County's Fiscal Year 2019 annual budget.

**Section 4.** If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**Section 5.** This resolution shall be effective upon adoption by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 20 day of November, 2018.

Attest: Hunter S. Conrad, Clerk

Sam Halterman  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By:

Paul M. Waldron  
Chair

RENDITION DATE 11/21/18



## INTEROPERABLE COMMUNICATIONS FACILITIES RELOCATION AGREEMENT

This Interoperable Communications Facilities Relocation Agreement (the "**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between St. Johns County (the "**County**"), a political subdivision of the state of Florida, PGA TOUR, Inc., a Maryland corporation (the "**TOUR**"), and Motorola Solutions, Inc. ("**Motorola**") (collectively, the "**Parties**").

### Recitals

**WHEREAS**, the County and the TOUR entered into a Purchase and Sale Agreement dated October 12, 2017, pursuant to which the County transferred certain property located in St. Johns County to the TOUR (the "**Premises**"), on which there is currently a telecommunications tower (the "**Existing Tower**") owned by the TOUR; and

**WHEREAS**, the County currently owns, operates and maintains communications facilities (the "**County Facilities**") at the Premises and on the Existing Tower as part of its interoperable communication system for use by local, state, and federal public safety agencies providing law enforcement, firefighting, ambulance, emergency medical, emergency management, and other emergency and government-related services to the citizens of St. Johns County; and

**WHEREAS**, in connection with the sale of the Premises, the TOUR will be constructing a replacement telecommunications tower (the "**New Tower**") and relocating the County's Facilities from the Existing Tower to the New Tower, at the TOUR's sole cost and expense; and

**WHEREAS**, during the relocation of the County's Facilities, the County will require the use of a temporary communication site ("**Site on Wheels**") to ensure the uninterrupted operation of the interoperable system; and

**WHEREAS**, the Parties recognize that their coordination in this matter is in the best interests of the public health, safety, and welfare.

**NOW THEREFORE**, it is agreed as follows:

**1. Effect of Recitals.**

The recitals set forth above are adopted as findings of fact and incorporated into this Agreement.

**2. Scope of Services.**

**A.** Each Party agrees to perform the services (the "**Services**") assigned to it pursuant to the Responsibility Matrix (the "**Responsibility Matrix**") attached hereto as Exhibit "A" and incorporated herein by reference. Each Party shall provide all labor, materials, and equipment necessary to perform such Services. For the purposes of this Agreement, the TOUR shall be responsible for items assigned to the "General Contractor" in the Responsibility Matrix.

B. All Services shall be performed in accordance with the timelines attached hereto as Exhibit "B" and incorporated herein.

C. Motorola and the TOUR shall coordinate their Services with each other and the County.

D. Time is of the essence in Motorola's and the TOUR's performance of their Services.

**3. Uninterrupted Operation of Interoperable Communication System.**

A. Motorola shall not remove the County Facilities from the Existing Tower until the County commences operation of its interoperable communications system on the Site on Wheels. Further, the TOUR shall not remove the Existing Tower until Motorola removes the County Facilities from the Existing Tower.

B. The Parties further acknowledge that the uninterrupted operation of the interoperable communication system is paramount to the County's obligation to provide for the health, safety, and welfare of the citizens of St. Johns County. There shall be no adequate remedy at law in connection with Motorola's or the TOUR's violation of the terms of this section, and the County shall be entitled, in addition to all other rights and remedies to specifically enforce the provisions of this section against the Motorola and the TOUR.

**4. Compensation.**

A. In consideration for all Services provided by Motorola under this Agreement, the County shall pay Motorola based upon the prices as submitted in the Responsibility Matrix, which sum shall total three hundred forty-one thousand one hundred eighteen dollars (\$341,118.00). Additional Services beyond those specified in Exhibit "A" may be provided after execution of this Agreement, without invalidating this Agreement. Except for Services required due to the fault of Motorola, any additional Services provided by Motorola in accordance with this Section shall entitle Motorola to additional compensation and, perhaps, an adjustment in the timeline schedule; provided, however, Motorola shall not perform and shall not be entitled to any payment for such additional Services unless the County and the TOUR execute a written document setting forth a description of the additional Services and the compensation to be paid for same in advance of Motorola performing such additional Services. Any such additional Services performed by Motorola without such written document shall be at Motorola's sole expense.

B. Compensation shall be based upon Motorola's strict and timely adherence to the performance of its Services. As such, Motorola's compensation is dependent upon completion of the conforming Services as provided in the Responsibility Matrix and included by reference in this Agreement. Neither the County's nor the TOUR's review, inspection, acceptance, or payment for any of Motorola's Services shall constitute acceptance of services that fail to conform to the requirements of this Agreement, unless the County and the TOUR expressly accept such non-conforming services in writing.

C. Motorola shall bill the County for conforming Services performed. The signature of Motorola's authorized representative on the submitted invoice shall constitute Motorola's certification to the County that:

- a. Motorola has billed the County for all services rendered by it and any of its subcontractors through the date of the invoice;
- b. As of the date of the invoice, no other outstanding amounts are due from the County to Motorola for services rendered;
- c. The reimbursable expenses, if any, have been reasonably incurred; and
- d. The amount requested is currently due and owing.

**D.** Motorola will submit two (2) invoices to Customer for Products when they are shipped, and for services upon completion of the project. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest as provided in the Local Government Prompt Payment Act. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

**E.** Payment of invoices shall be made in accordance with the requirements of the Local Government Prompt Payment Act. In the event County failing to make payment, Motorola may stop all work and services until payment is cured.

**F.** Although there is no billing form or format pre-approved by the County, the invoices submitted by Motorola shall include a detailed written report of the work accomplished in connection with the scope of services and as provided in the responsibility matrix as products are shipped and delivered, including services rendered. The County may return any invoice to Motorola and request reasonable additional documentation or information. Under such circumstances, the timeframe for payment shall be extended by the time necessary for Motorola to provide the requested information.

**G.** In order for the Parties to reconcile/close their books and records, Motorola shall clearly indicate "Final Invoice" on its final invoice to the County. Such indication shall establish that all services have been performed in conformance with this Agreement, that all charges and costs have been invoiced to the County, and that there is no further work to be performed under this Agreement. Motorola's acceptance of the County's final payment of the final invoice amount shall release the County and the TOUR from any claim by Motorola, or by Motorola's subcontractors, for work performed under this Agreement.

## **5. Reimbursement of Expenses.**

The TOUR shall reimburse the County for all costs paid by the County to Motorola under this Agreement upon submission by the County to the TOUR of a request for payment and documentation of payment made. The County shall provide the TOUR with a copy of all invoices submitted by Motorola in support of its request for payment. The TOUR shall provide payment to the County within thirty (30) days of its receipt of the County's request for payment and supporting documentation.

**6. Arrears.**

Neither Motorola nor the TOUR shall pledge the County's credit or make it a guarantor of payment or surety or any contract, debt, obligation, judgement, lien, or any other form of indebtedness. Motorola and the TOUR warrant and represent that they have no obligation or indebtedness that would impair their ability to fulfill the terms of this Agreement.

**7. Notice.**

Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

- A. St. Johns County: County Administrator  
500 San Sebastian View  
St. Augustine, FL 32084
- With a copy to: Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084
- B. Motorola: Motorola Solutions, Inc.  
500 West Monroe Street, 43<sup>rd</sup> Street  
Chicago, IL 60661  
Attn: Judy Jean-Pierre, Sr. Counsel
- C. The TOUR: PGA TOUR, Inc.  
Jim Triola  
Chief Operating Officer, PGA TOUR  
Golf Course Properties  
100 PGA TOUR Blvd.  
Ponte Vedra Beach, FL 32080

**8. Amendment.**

Any amendment to this Agreement or its exhibits shall be in writing and shall not be effective until executed by all Parties.

**9. Assignment.**

In light of the scope and rationale for this Agreement, no Party may assign, transfer, or sell any of the rights set forth in this Agreement, or associated with this Agreement, without the express written consent of the other Parties. Should any Party assign, transfer, or sell any of the rights set forth in this Agreement without such written consent, such action shall result in the automatic termination of this Agreement without further notice or action required on the part of the other Parties.

**10. INTENTIONALLY OMITTED.**

**11. Notice of Default/Right to Cure**

A. Should any Party fail to perform (default) under the terms of this Agreement, any other Party may provide written notice of such default to the defaulting Party. Such notice shall include a timeframe of no fewer than thirty (30) calendar days in which to cure the default. Failure to cure the default within the timeframe provided shall entitle the non-defaulting Parties to all rights and remedies available at law and in equity against the defaulting party, including without limitation, the right to terminate this Agreement for cause upon at least fourteen (14) calendar days advance written notice to the other Parties by any Party. The termination notice shall include the exact cause for termination and the effective date of termination unless, prior to the termination date, the Party seeking termination for cause provides an opportunity to cure or correct the condition as specifically described in the notice.

B. Consistent with the other provisions of this Agreement, Motorola shall be paid for services authorized and performed in conformance with this Agreement up to the effective date of termination, subject to the other Party's right to offset damages incurred by such Party in connection with Motorola's default of the Agreement.

C. Further, upon a default by Motorola that continues beyond the applicable cure period, a non-defaulting Party may at its option (but without obligation to do so), perform Motorola's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by Motorola upon invoice therefor. If a non-defaulting Party undertakes any such performance on Motorola's behalf and Motorola does not reimburse the non-defaulting Party in full within thirty (30) days of its receipt of an invoice setting forth the amount due, such non-defaulting Party may offset the full amount due against all fees due and owing to Motorola under this Agreement until the full undisputed amount is fully reimbursed to the non-defaulting Party.

D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, Motorola shall:

- a. Stop work on the date provided in the notice to the extent specified;
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- c. Transfer all work in process, completed work, and other material related to the terminated work to the County; and
- d. Continue and complete all parts of the work that have not been terminated.

**12. Personnel.**

A. Each Party represents to the other Parties that it has, or shall secure at its own expense, all necessary personnel required to perform the Services of such Party as provided in the Responsibility Matrix. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the other Parties. All personnel of a Party engaged in work

under this Agreement shall be fully qualified and shall have all authorizations or permits required by federal, state, or local law to perform the work.

**B.** Each Party represents to the other Parties that all Services by such Party shall be performed by skilled and competent personnel to the highest professional standards in the field. Each Party is responsible for the professional quality, technical accuracy, and timely completion of all Services to be performed by such Party under the Responsibility Matrix and shall correct or revise any errors or deficiencies in such Services without additional compensation.

**13. Authority to Practice.**

Each Party represents to the other Parties that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times conduct its business activities in a reputable manner.

**14. Subcontracting.**

The County and the TOUR reserve the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform the Services set forth in the Quote.

**15. Relationship of the Parties.**

The Parties acknowledge that their relationship under this Agreement is that of independent contractors. No employee of a Party shall be deemed an employee of the other Parties. Nothing in this Agreement shall be construed to create an agency relationship, partnership, association, or joint venture between the Parties.

**16. Availability of Funds.**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds for that purpose by the St. Johns County Board of County Commissioners, and the issuance of a purchase order to Motorola will satisfy this contingency. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriated in the County's budget for such purpose in that County fiscal year as will be evidenced by the issuance of a purchase order. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that no party can demand that the County provide any such funds in any given County fiscal year. The County agrees to provide Provider with a copy of its Board Resolution as documentation that funds have been appropriated prior to contract execution.

**17. Insurance.**

No party shall commence work under this Agreement until all Parties have obtained all insurance required as provided in Exhibit "C", attached hereto and incorporated herein.

**18. Indemnification.**

A. Motorola shall indemnify, defend, and hold the TOUR and the County, and their respective officers and employees, harmless from any liabilities, damages, losses, or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional or unintentional misconduct of Motorola or of any person employed or utilized by Motorola in its performance under this Agreement.

B. The TOUR shall indemnify, defend, and hold Motorola and the County, and their respective officers and employees, harmless from any liabilities, damages, losses, or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional or unintentional misconduct of the TOUR or of any person employed or utilized by the TOUR in its performance under this Agreement.

C. To the extent permitted by law pursuant to Section 768.28, Florida Statutes, and subject to the limitations of liability contained therein, the County shall indemnify, defend, and hold Motorola and the TOUR, and their respective officers and employees, harmless from any liabilities, damages, losses, or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional or unintentional misconduct of the County or of any person employed or utilized by the County in its performance under this Agreement. The foregoing indemnity shall not operate as a waiver of the County's sovereign immunity, nor shall it be construed as consent to be sued by any third party.

D. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel that does not have a conflict of interest with the indemnified Party. Each Party's duty to defend and indemnify is conditioned upon: the indemnified party's prompt notice in writing of the claim; the indemnifying party having control of the defense of the suit and all negotiations for its settlement or compromise; and the provision of the indemnified party's cooperation and assistance. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. Consent may not be unreasonably withheld, conditioned or delayed; however, no Party shall be required to admit liability or wrongdoing, and all settlements involving the County shall be subject to the approval of the Board of County Commissioners.

E. Except for personal injury, death or damage to tangible property, each party'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 Contract Price. No Party shall be liable to the others, or any of their respective agents, representatives, employees for any lost revenue, lost profits, incidental, punitive, indirect, special or consequential damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. Nothing in this Agreement shall be interpreted to waive the County's rights under Florida Statute Section 768.28.

**19. No Third Party Beneficiaries.**

This Agreement is entered into solely for the benefit of the Parties and not for the benefit of any third party. This Agreement shall not be deemed to confer any rights, express or implied, upon any third party.

**20. Public Records.**

**A.** The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

**B.** In accordance with Florida law, to the extent that a party's performance under this Agreement constitutes an act on behalf of the County, said party shall comply with all requirements of Florida's public records law. Specifically, if said party is expressly authorized, and acts on behalf of the County under this Agreement, the party shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- d. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If a party transfers all public records to the County upon completion of this Agreement, the party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the party keeps and maintains public records upon completion of this Agreement, the party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the party to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF ANY PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
publicrecords@sjcfl.us**

**21. Governing Law; Venue; Waiver of Jury Trial.**

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Agreement shall be exclusively in St. Johns County, Florida. THE PARTIES EXPRESSLY AGREE TO WAIVE TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING.

**22. Compliance with Local, State, and Federal Laws.**

The Parties, in performing under this Agreement, shall abide by, and comply with, all applicable local, state and federal laws, rules, regulations, orders, and policies..

**23. Severability.**

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

**24. Dispute Resolution.**

If a dispute arises with respect to any right or duty arising under this Agreement, the Parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

**25. Non-Waiver.**

The failure of any Party to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

**26. Remedies.**

A. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy provided under this Agreement or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy shall preclude any other or further exercise thereof.

B. In any action brought by any Party for the enforcement of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all reasonable expenses, even if not taxable as court costs (including, without limitation, all such reasonable fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such Party or Parties may be entitled.

**27. Force Majeure.**

No party shall be held to be in non-compliance with this Agreement, or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either Party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other parties in writing giving the full particulars of the event of force majeure. The affected Party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this Agreement as soon as reasonably practicable. If, due to an event of force majeure, the party is unable to complete the scope of services within the term of this Agreement, the term of this Agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

**28. Access and Audits.**

Motorola and the TOUR shall maintain adequate records to document all charges, expenses, and costs incurred in performing the services under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the County's cost upon at least five (5) days written notice; however, nothing in this Agreement requires Motorola to disclose its confidential and proprietary cost and pricing data.

**30. Nondiscrimination.**

The Parties warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

**31. Severability.**

If any part of this Agreement, or the application thereof to any person or circumstance, is held invalid or unenforceable, such part shall be severable, and the remainder of this agreement shall not be affected but shall be deemed valid and enforceable to the extent permitted by law.

**32. Entire Agreement.**

The Parties agree that this Agreement sets forth the entire agreement between the Parties and that there are no promises or understandings other than those stated herein or incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise modified except by written instrument, duly executed by authorized representatives of the Parties.

**22. Headings.**

All sections and descriptive headings of sections noted in this Agreement are inserted only for the convenience of the Parties hereto and shall not affect or control interpretation of this Agreement.

**23. Authority to Execute.**

Each of the Parties covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the Party's authorized representative.

**24. Execution in Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**25. Effective Date.**

This Agreement shall become effective upon all Parties signing the Agreement.

<Signature Page to Follow>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST: Hunter S. Conrad, Clerk

\_\_\_\_\_  
Deputy Clerk

“COUNTY”

ST. JOHNS COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Administrator  
Date: \_\_\_\_\_

“MOTOROLA”

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Danny Sanchez  
Title: Area Sales Manager  
Date: \_\_\_\_\_

“TOUR”

PGA TOUR, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT "A"**  
**RESPONSIBILITY MATRIX**

**[Responsibility Matrix to include Overall Project Description, Equipment List to be  
Provided by Motorola]**

**EXHIBIT "B"**  
**TIMELINE**

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

Motorola Solutions, Inc.  
 8000 W. Sunrise Blvd.  
 Plantation, Florida 33322  
 USA

Tel. + 1 847 576 5000

November 2, 2018

Jeff Prevatt  
 St. Johns County  
 3657 Gaines Road  
 St. Augustine, FL 32084

Dear Chief Prevatt,

Motorola Solutions is pleased to provide this quote to St. Johns County (St. Johns County) for support of the movement of radio equipment at the Ponte Vedra site.

Motorola Solutions is providing a matrix of assumed responsibilities, if these responsibilities change, there may be a change to the quoted price.

The total price for the solution as configured to your needs and deployment requirements as we understand them is \$341,118.00, including freight. This pricing is valid through November 23, 2018. To give you a working understanding of what this pricing represents, a high-level list of included system components is provided below, along with key design and responsibility assumptions.

### Overall Project Description

St. Johns County wishes to move the Ponte Vedra radio site approximately 600 feet from where it presently resides.

The construction of the new tower and civil work will be provided by a General Contractor, not associated, nor provided by Motorola Solutions, Inc. Motorola Solutions will provide the items listed in the matrix under MSI.

Overall the Motorola Solutions scope includes:

- Provide antennas and some of the associated installation as detailed in the matrix below.
- Provide, configure and deploy the Site on Wheels for up to 4 weeks use.
  - The Site on Wheels provides 15 channels, configured as simulcast in the St Johns County radio system
  - St. Johns County or General Contractor will provide the connectivity from the Site on Wheels to the radio system.
  - St. Johns County or General Contractor will power for the Site on Wheels to the radio system.
- Conduct an R56 Audit for the site once finalized.
  - This is an audit, it will not include remediation of findings.

### Responsibility Matrix

The matrix below lists the tasks Motorola Solutions believes are necessary for the overall project. It is not intended to be all-inclusive as it relates to non- Motorola tasks.

Item	MSI	GC	County
Construction Drawings		X	
Site Design visit		X	

Item	MSI	GC	County
Lease exhibit/Site Sketch		X	
Record Drawings		X	
Separate visit for construction staking		X	
Construction Material Testing (Concrete, backfill, foundations)		X	
Compliance with Construction Drawing Review		X	
Preparation, submission and tracking of application for local permit fees ( electrical, building etc.), preparation of FAA filings and procurement of information necessary for filing as noted below.			
Permit Preparation for a new tower site (excludes environmental permitting)		X	
Permitting submission, coordination and expediting for a new tower site (excludes environmental permitting)		X	
Costs for local permits (zoning, electrical, building etc.), preparation of FAA filings and procurement of information necessary for filing		X	
<b>Equipment Setup, Optimization, Delivery &amp; Removal described below:</b>			
Provide and Set up temporary generator for Site on Wheels		X	
Arrange site access for Motorola technical team to conduct a pre-deployment site walk at the new tower site, at least 3 weeks before expected use of the Site on Wheels.		X	X
Order, Install and provide (one) dedicated Metro E circuit. The circuit will provide connectivity from the County's existing radio system and the other end will connect to the Site on Wheels communications trailer. This circuit needs to be ordered, installed, and tested 7 days before the Site on Wheels arrives on site for deployment.		X	
Provide a safe and secure area at the new tower site to setup, deploy, and maintain the Site on Wheels.		X	
Provide sufficient electrical power to operate the Site on Wheels trailer.		X	
Meet with County and GC team to discuss equipment needs and deployment strategy.	X	X	X
Conduct site walk and determine best possible placement for Site on Wheels.	X	X	X
Visit County's radio communications "master" site to verify system version and collect database information.	X		
Equipment Setup, Optimization, Delivery & Removal described below:			
Use of Site on Wheels and required radio system devices.	X		
System optimization	X		
Transmitter and receiver adjustments for forward and reflective power, audio levels, and modulation compensation	X		
Verification of proper operation of the site controller	X		
Verification of the receiver system	X		
Verification of the transmitter combiner isolation and loss	X		
Verification/optimization/programming of repeaters	X		
IP devices as required	X		
Verification of proper call processing	X		
Ensure RF trailer is fully functional	X		
Incorporate the Site on Wheels into the County Radio system	X		
TNCT work to add the Site on Wheels onto the County radio system	X		
Load new router configurations into system	X		
Integrate and discover the new site into the system	X		
Test the site with subscribers to verify configurations	X		
Burn in Site on Wheels for a minimum of 1 day	X		
<b>Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)</b>			
Utility coordination, Local permits and inspections required for site work (Construction, electrical etc.)		X	
Clearing and grubbing of Site compound (Light Clearing- Clear light brush and grub roots)		X	

Item	MSI	GC	County
Compound Grading and 10' path around it		X	
Compound graveling (including herbicide treatment and geotextile fabric installation) inside fence are and 3' perimeter outside fence		X	
Silt fence		X	
8' high fencing of compound (including gates and accessories required)		X	
Site touchup and landscaping (fertilize, seed and straw disturbed areas not covered with gravel, usually 10' wide strip around compound)		X	
Foundations for 12'x36' Concrete pre-fab Shelter and stoop including excavation, rebar, concrete and gravel backfill.		X	
Foundations for 1000 gallon above-ground Diesel Fuel tank (8'x12'x30") including excavation, rebar, concrete		X	
Secure existing radio equipment to prevent twist and sway during relocation procedure.	X		
Move existing shelter with existing eq		X	
Move existing generator		X	
120 / 240 volt, 400 amp, single-phase meter pedestal and hookup for electrical service by the local utility		X	
120 / 240 volt, 400 amp, single-phase underground electrical service including trenching and installation of appropriately sized electrical conductors buried 30 inches below grade from utility meter to the service disconnect located on the building.		X	
Exterior grounding for W/G Bridge, shelter, fuel tank, generator and fence located in a 6400 sq. ft. compound per R56		X	
Megger three point grounding test of the site.		X	
Supply and Install waveguide bridge, including foundation, all required attachments and hardware (i.e. 3 rungs of single run trapeze kits etc.)		X	
Provide Bogner (BMR12) antenna (20' tall, 92 lbs)	X		
Provide Waveguide	X		
Provide Microwave dishes	X		
Provide Tower Top amp and supply associated installation mount	X		
Provide 1/2" coaxial transmission line	X		
Provide 7/8" coaxial transmission line	X		
Provide 1-1/4" coaxial transmission line	X		
Install Bogner (BMR12) antenna installation (20' tall, 92 lbs)		X	
Install Waveguide		X	
Install Microwave dishes		X	
Install Tower Top amp and supply associated installation mount		X	
1/2" coaxial transmission line Installation, connectorization & grounding		X	
7/8" coaxial transmission line Installation, connectorization & grounding		X	
1-1/4" coaxial transmission line Installation, connectorization & grounding		X	
Perform a Sweep test on all new transmission lines	X		
Ground buss bar at the bottom of tower for grounding RF cables before they make horizontal transition	X		
Provide a skilled crew for to prepare shelter for transport		X	
Provide a 275 Ton crane with a crew and riggers to load shelter at existing site, move and set shelter at the new site.		X	
Shut down power to radio equipment at existing radio site and power up after relocation.	X		
Mounts for BMRs and microwave dishes (a pipe mount is provided by MSI): minimum of 6 side mounts from the pole for the two BMR10AB1 transmit antennas.		X	
	X		
Reconfigure and optimize Radio System Equipment in new site.	X		
Burn in minimum 1 day	X		

Item	MSI	GC	County
Site on Wheels Equipment Removal - Disconnect site and tear down after use	X		
Remove Customer confidential information from Site on Wheels	X		
Provide access to pick up the Site on Wheels after the final building is in place.		X	
R56 audit of new site compound and shelter	X		

## Equipment List

QTY	NOMENCLATURE	DESCRIPTION
1	DS9100123	TTA MOUNTING BRACKET FOR 428D, 432, 433, 434, AND 435 SERIES
1	DS428E83I01M48	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 48 VDC
1	DS7583K01	EXPANSION KIT 16-32 PORT 792-902 MHZ TTA01
1	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
1	DSBLR12SAB1	PENETRATOR ANTENNA, 794-824 MHZ, 16.4 DBI, 220 DEG
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
5	TDN9289	221213 CABLE WRAP WEATHERPROOFING
5	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
300	L3323	AVA5-50, 7/8 IN VIRTUAL AIR COAXIAL CABLE, CORRUGATED COPPER
2	DDN1079	78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)
6	DSSG7806B2A	SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
300	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
6	DSSG1206B2A	SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT
2	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
10	MDN6816	STD HANGERS FOR 1/2IN CABLE & EW180/EW220/EW-HANGER KIT STAINLESS-10PK
10	MDN6817	42396A-5 7/8" CABLE HANGER STAINLESS, 10 PK
25	L1700	FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT
2	DDN9769	F1PNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR
1	DQBMR10LAB1	ANTENNA WITH L OPTION 3 DEG DT
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
275	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
6	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT

QTY	NOMENCLATURE	DESCRIPTION
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
9	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSL4DRPS	L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR
1	DQBMR10LAB1	ANTENNA WITH L OPTION 3 DEG DT
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
275	L3599	AVA6-50 CABLE: 1-1/4" AVA6-50, COAX CORRUG COPPER, BLACK PE JACKET
2	DS114EZDF	114EZ DIN FEMALE CONNECTOR
6	DSSG11406B2A	SG114-06B2A 1-1/4" SURE GROUND GROUNDING KIT
2	DSL6SGRIP	L6SGRIP 1-1/4" SUPPORT HOIST GRIP
9	TDN7519	42396A-1 1-1/4" CABLE HANGER KIT STAINLESS
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSL4DRPS	L4DR-PS 1/2" 7-16 DIN MALE RIGHT ANGLE CONNECTOR

### Pricing

Qty	Description	Discounted Price
1	Equipment	\$77,609
1	System Integration & Services	\$263,509
	<b>TOTAL</b>	<b>\$341,118</b>

This price is subject to the terms and conditions of the existing St. Johns County / Motorola Master purchase agreement # 227662 and is valid for 60 days from the date of this letter.

### Professional Integration Services

To ensure a smooth installation and deployment, this quote includes estimates for the following services:

- Project management and field engineering for radio system installation and optimization
- Provision and deployment of Site on Wheels for up to 4 weeks
- Path study for microwave
- Antenna network installation, as delineated in responsibility matrix
- R56 audit

## Assumptions

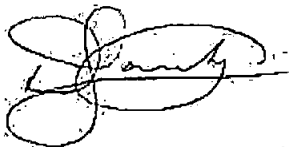
Motorola has made several assumptions in preparing this quote, which are noted below. We will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The Customer shall provide approved FCC licensing as required.
- The Customer or General Contractor shall provide approved local, state, or Federal permits (e.g., building permits, electrical permits, and environmental permits) as may be required for the installation and operation of the proposed equipment.
- All existing sites or equipment locations will have sufficient space available for the system described.
- All existing sites or equipment locations will have adequate electrical/generator power and circuits, surge suppression, and site grounding to support the requirements of the system described.
- Any site/equipment-location upgrades or modifications will be the responsibility of the Customer or General Contractor.
- Any building coring required for transmission lines will be the responsibility of the Customer or General Contractor.
- Any towers, shelters, and/or connectivity required for new sites will be the responsibility of the Customer or General Contractor.
- Towers at existing sites can withstand both existing and new antenna/coax load.
- No coverage testing is included nor any coverage provided.
- Some equipment, such as antennas, may have long lead times and this should be considered in the overall schedule.
- Site on Wheels availability to be confirmed a time of order. Emergency responses are prioritized.
- The customer is advised to consider hurricane formation forecasts in project timing.

We look forward to taking the next step in providing this exciting solution to St. Johns County. Should any questions arise regarding the information we have provided here, please don't hesitate to contact your Account Manager, Michelle Poole, at 904-814-9938.

Sincerely,

Motorola Solutions, Inc.



Daniel Sanchez

Florida Area Sales Manager

St. John's County Site Relocation Schedule

ID	Task Name	Duration	51	52	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
1	<b>St. John's County Site Relocation</b>	<b>100 days</b>																								
2	PO Received	0 days																								
3	Prep site on wheels	86 days																								
4	<b>Pre-Construction Phase</b>	<b>4 days</b>																								
5	Pre-Construction Meeting	1 day																								
6	Site Visit (Discuss Building Placement)	1 day																								
7	Complete System Audit (Master Site)	3 days																								
8	<b>Procure Antennas and Mounts</b>	<b>50 days</b>																								
9	Provide Bogner (BMR12) antenna	40 days																								
10	Provide Waveguide	50 days																								
11	Provide Microwave Dishes	50 days																								
12	Provide Tower Top Amp and Mounts	40 days																								
13	Provide 1/2" coaxial transmission line	40 days																								
14	Provide 7/8" coaxial transmission line	40 days																								
15	Provide 1-1/4" coaxial transmission line	40 days																								
16	<b>New Site Completion</b>	<b>5 days</b>																								
17	Contractor to Complete Site Construction and Antenna Install	5 days																								
18	PGA Site Ready for Building Relocation	0 days																								
19	<b>Site on Wheels Installation Phase</b>	<b>2 days</b>																								
20	Setup Site on Wheels	2 days																								
21	<b>Site on Wheels System Optimization</b>	<b>5 days</b>																								
22	Transmit and Receiver Adjustments	5 days																								
23	Verf. Site Controller Operation	5 days																								
24	Verf. Receiver System	5 days																								
25	Verif. Transmitter Combiner Isolation, and Lo	5 days																								
26	Verif. Repeater Settings	5 days																								
27	IP devices as required	5 days																								
28	Verif. Proper call processing	5 days																								
29	Ensure RF trailer is fully functional	5 days																								
30	<b>Incorporate Site on Wheels into County System</b>	<b>5 days</b>																								

