

LESSEE FACT SHEET

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

1. Complete Billing Address Nassau County, FL
 76347 Veterans Way, Suite 1010
 Yulee, FL 32097

Attention: _____

Phone: 904-548-4600

2. Lessee County Location: Same as above

3. Federal Tax I.D. Number 59-1863042

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: APX Radios & TDMA Software

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Chief Matt Graves
 96160 Nassau Place
 Yulee, FL 32097

Phone: 904-491-7531

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

Lease Number: 23641

LESSEE:

NASSAU COUNTY
96135 Nassau Place
Yulee FL 32097

LESSOR:

Motorola Solutions, Inc.
1303 E. Algonquin Rd.
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter 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 therefor 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 by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, 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.

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 and Bond Commission requirements (as defined in the Code) 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 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 all parts, mechanisms 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, 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, 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 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, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 25th day of November, 2014.

LESSEE:

NASSAU COUNTY

By: [Signature]

Title: Chairman

LESSOR:

MOTOROLA SOLUTIONS, INC.

By: [Signature]

Title: Authorized Signatory

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement dated November 25, 2014 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.

[Signature]
 MOLLIE M. GARRETT, ESQ.
 XX

MES
 11-26-14

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 23641
Lease Number:

This Equipment Schedule, dated as of November 25, 2014 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and NASSAU COUNTY (Lessee), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 23641 dated as of November 25, 2014 ("Lease"), between Lessor and 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: 48 Months Commencement Date: 12/1/2014
First Payment Due Date: 12/1/2015

4 Annual Payments of \$550,730.58 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,

EXECUTED as of the date first herein set forth.

LESSEE:

NASSAU COUNTY

By: 

Title: Chairman

LESSOR:

Motorola Solutions, Inc.

By: 

Title: Authorized Signatory

MES
11.26.14

SECTION 5

EQUIPMENT LIST

Motorola Solutions intends to provide the latest models available at the time of system shipment. Therefore, model numbers provided are for reference only and are subject to change.

Qty	Nomenclature	Description
		APX Subscribers
157	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
157	Q806	ADD: ASTRO DIGITAL CAI OPERATION
157	H38	ADD: SMARTZONE OPERATION
157	Q361	ADD: P25 9600 BAUD TRUNKING
157	QA01749	SW KEY SUPPLEMENTAL DATA
157	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION
157	H869	ENH: MULTIKEY
157	H301	DEL: DELETE BELT CLIP/ BASIC CARRY
157	QA00580	ADD: TDMA OPERATION
157	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
157	HLN6875A	3" PLASTIC BELT CLIP ATTACHMENT
157	PMNN4403B	BATT STD IP67 LIION2050M 2150T
157	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
157	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
179	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
179	G806	ENH: ASTRO DIGITAL CAI OP APX
179	G51	ENH: SMARTZONE OPERATION APX6500
179	G361	ADD: P25 TRUNKING SOFTWARE
179	QA01749	SW KEY SUPPLEMENTAL DATA
179	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
179	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
179	G442	ADD: O5 CONTROL HEAD
179	G444	ADD: APX CONTROL HEAD SOFTWARE
179	G66	ADD: DASH MOUNT
179	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
179	W22	ADD: PALM MICROPHONE
179	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
179	GA00580	ADD: TDMA OPERATION
179	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
50	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
50	QA02006	ENH: APX6000XE RUGGED RADIO



Qty	Item/Part Number	Description
50	H64	ALT: PUBLIC SAFETY YELLOW
50	Q806	ADD: ASTRO DIGITAL CAI OPERATION
50	H38	ADD: SMARTZONE OPERATION
50	Q361	ADD: P25 9600 BAUD TRUNKING
50	QA01749	SW KEY SUPPLEMENTAL DATA
50	QA00580	ADD: TDMA OPERATION
50	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
50	PMNN4403B	BATT STD IP67 LIION2050M 2150T
50	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	NNTN8203A	IMPRES XE RSM, FM
50	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
50	G806	ENH: ASTRO DIGITAL CAI OP APX
50	G51	ENH: SMARTZONE OPERATION APX6500
50	G361	ADD: P25 TRUNKING SOFTWARE
50	QA01749	SW KEY SUPPLEMENTAL DATA
50	G442	ADD: O5 CONTROL HEAD
50	G444	ADD: APX CONTROL HEAD SOFTWARE
50	G66	ADD: DASH MOUNT
50	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
50	W22	ADD: PALM MICROPHONE
50	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
50	GA00580	ADD: TDMA OPERATION
50	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
8	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
8	G806	ENH: ASTRO DIGITAL CAI OP APX
8	G51	ENH: SMARTZONE OPERATION APX
8	G361	ADD: P25 TRUNKING SOFTWARE
8	QA01749	SW KEY SUPPLEMENTAL DATA
8	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
8	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/MU
8	W382	ADD: CONTROL STATION DESK GCAI MIC
8	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
8	CA01598	ADD: AC LINE CORD US
8	GA00580	ADD: TDMA OPERATION
4	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
4	QA00569	ADD: 7/800MHZ PRIMARY BAND
4	QA00574	ADD: VHF SECONDARY BAND
4	QA00577	ADD: LARGE COLOR DISPLAY AND FULL K
4	QA00579	ADD: ENABLE DUAL BAND OPERATION

Qty	Nomenclature	Description
4	Q806	ADD: ASTRO DIGITAL CAI OPERATION
4	H38	ADD: SMARTZONE OPERATION
4	Q361	ADD: P25 9600 BAUD TRUNKING
4	Q15	ENH: AES/DES,DES-XL,DES-OFB
4	H869	ENH: MULTIKEY
4	QA01749	SW KEY SUPPLEMENTAL DATA
4	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
4	QA00580	ADD: TDMA OPERATION
4	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
4	HLN6875A	3" PLASTIC BELT CLIP ATTACHMENT
4	NNTN7038B	BATT IMP STD IP67 LIION 2900M 3100T
4	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
4	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
12	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
12	Q806	ADD: ASTRO DIGITAL CAI OPERATION
12	H38	ADD: SMARTZONE OPERATION
12	Q361	ADD: P25 9600 BAUD TRUNKING
12	QA01749	SW KEY SUPPLEMENTAL DATA
12	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION
12	H869	ENH: MULTIKEY
12	H301	DEL: DELETE BELT CLIP/ BASIC CARRY
12	QA00580	ADD: TDMA OPERATION
12	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
12	HLN6875A	3" PLASTIC BELT CLIP ATTACHMENT
12	PMNN4403B	BATT STD IP67 LIION2050M 2150T
12	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
12	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
3	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
3	GA00244	ADD: 7/800MHZ PRIMARY BAND
3	GA00308	ADD: VHF MP SECONDARY BAND
3	GA00579	ADD: ENABLE DUAL BAND OPERATION
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	QA01749	SW KEY SUPPLEMENTAL DATA
3	G625	ADD: DES/DES-XL/DES-OFB ENCRYPTION
3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
3	G442	ADD: O5 CONTROL HEAD
3	G444	ADD: APX CONTROL HEAD SOFTWARE



Qty	Nomenclature	Description
3	G66	ADD: DASH MOUNT
3	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
3	W22	ADD: MOTORCYCLE PALM MIC
3	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
3	G629	1/4 WAVE BROADBAND ANT 146-174
3	GA00580	ADD: TDMA OPERATION
3	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
42	M22URS9PW1 N	APX4500 7/800
42	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
42	QA01749	SW KEY SUPPLEMENTAL DATA
42	GA00804	ADD: APX O2 CONTROL HEAD
42	G444	ADD: APX CONTROL HEAD SOFTWARE
42	G66	ADD: DASH MOUNT
42	G335	ADD: ANT 1/4 WAVE 762-870MHZ
42	W22	ADD: PALM MICROPHONE
42	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
42	GA00580	ADD: TDMA OPERATION
42	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
2	M22URS9PW1 N	APX4500 7/800
2	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
2	QA01749	SW KEY SUPPLEMENTAL DATA
2	GA00804	ADD: APX O2 CONTROL HEAD
2	G444	ADD: APX CONTROL HEAD SOFTWARE
2	G66	ADD: DASH MOUNT
2	G335	ADD: ANT 1/4 WAVE 762-870MHZ
2	W20	ADD: KEYPAD MIC GCAI
2	G91	ADD: CONTROL STATION POWER SUPPLY
2	W665	ADD: BASE STATION APEXWWM
2	GA00580	ADD: TDMA OPERATION
2	G142	ADD: NO SPEAKER NEEDED
2	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
3	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
3	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
3	QA01749	SW KEY SUPPLEMENTAL DATA
3	Q698	ADD: 2.5 INCH BELT CLIP
3	QA00580	ADD: TDMA OPERATION
3	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
3	NNTN8128BR	BATT IMP STD LI ION 1900M 2000T
3	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC

Qty	Nomenclature	Description
5	M22URS9PW1 N	APX4500 7/800
5	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
5	QA01749	SW KEY SUPPLEMENTAL DATA
5	GA00804	ADD: APX O2 CONTROL HEAD
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	G66	ADD: DASH MOUNT
5	G335	ADD: ANT 1/4 WAVE 762-870MHZ
5	W22	ADD: PALM MICROPHONE
5	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
5	GA00580	ADD: TDMA OPERATION
5	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
1	M22URS9PW1 N	APX4500 7/800
1	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
1	QA01749	SW KEY SUPPLEMENTAL DATA
1	GA00804	ADD: APX O2 CONTROL HEAD
1	G444	ADD: APX CONTROL HEAD SOFTWARE
1	G66	ADD: DASH MOUNT
1	G335	ADD: ANT 1/4 WAVE 762-870MHZ
1	W20	ADD: KEYPAD MIC GCAI
1	G91	ADD: CONTROL STATION POWER SUPPLY
1	W665	ADD: BASE STATION APEXWWW
1	GA00580	ADD: TDMA OPERATION
1	G142	ADD: NO SPEAKER NEEDED
1	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
7	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
7	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
7	QA01749	SW KEY SUPPLEMENTAL DATA
7	Q698	ADD: 2.5 INCH BELT CLIP
7	QA00580	ADD: TDMA OPERATION
7	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
7	NNTN8128BR	BATT IMP STD LI IÓN 1900M 2000T
7	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
		TDMA Upgrade
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	CA01877AA	ADD: P25 TDMA TRUNKING OPERATION ZO
5	CA01880AA	ADD: P25 TDMA TRUNKING OPERATION SI

Qty	Nomenclature	Description
25	CA01882AA	ADD: P25 TDMA TRUNKING SW ? BASE RA
1	CA01878AA	ADD:P25 TDMA DYNAMIC TALKGROUP ASSI
1	CA01879AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIG
5	CA01881AA	ADD: P25 TDMA DYNAMIC TALKGROUP ASS
25	CA01883AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIG
5	CA02693AA	ADD: TDMA DTA SITE LICENSE DISCOUNT
25	CA02695AA	ADD: DCA PER BR
1	T7140	G-SERIES SOFTWARE UPGRADE
25	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
25	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFT
25	CA02694AA	ADD: DCA LICENSE DISCOUNT

Nassau County (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/1/2014	\$ 2,202,922.32	1		
2 Payment	12/1/2015	\$ 550,730.58	4	Annual	12/1/2018

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/1/2014				\$ 2,202,922.32
1	12/1/2015	\$ 550,730.58	\$ -	\$ 550,730.58	\$ 1,652,191.74
2	12/1/2016	\$ 550,730.58	\$ -	\$ 550,730.58	\$ 1,101,461.16
3	12/1/2017	\$ 550,730.58	\$ -	\$ 550,730.58	\$ 550,730.58
4	12/1/2018	\$ 550,730.58	\$ -	\$ 550,730.58	\$ -
Grand Totals		\$ 2,202,922.32	\$ -	\$ 2,202,922.32	

INITIAL INSURANCE REQUIREMENT: \$2,202,922.32

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.

LESSEE:

NASSAU COUNTY

By:



Title:

Chairman

Date:

11-25-14

LESSOR:

Motorola Solutions, Inc.

By:



Title:

Authorized Secretary

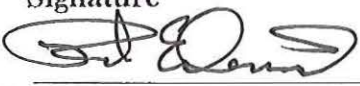
Date:

12-26-14



MES
11.26.14

CERTIFICATE OF INCUMBENCY

I, John A. Crawford do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **NASSAU COUNTY**, 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 individuals named below are the duly elected or appointed officers of such entity holding offices set
forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective
names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such
entity to enter into that certain Equipment Lease Purchase Agreement number **23641** dated November 25,
2014, and Schedule A number **23641** dated November 25, 2014, between **NASSAU COUNTY** and
Motorola Solutions, Inc. .

Name	Title	Signature
<u>Pat Edwards</u>	<u>Chairman</u>	
(Individual who signed Lease documents should be listed here and sign where applicable)		

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **NASSAU COUNTY**,
hereto this 25th day of November, 2014.

By: 
(Signature of Secretary/Clerk)


SEAL

MES
11-26-14

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 23641 dated November ____, 2014 to that certain Equipment Lease Purchase Agreement number 23641 dated November ____, 2014 will be maintained by the NASSAU COUNTY as stated in the Equipment Lease Purchase Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number 23641 dated November ____, 2014.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of insurance provider

In accordance with the Equipment Lease Purchase Agreement Number 23641, NASSAU COUNTY, 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	_____	_____	_____	_____

Lessee:

NASSAU COUNTY

By: _____

Its: _____

Date: November ____, 2014

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?

TDMA Software addition to the Network and APX Radios

2. Why is the equipment essential to the operation of Nassau County?

Increased system capacity and more reliable individual communications

3. Does the equipment replace existing equipment?

Yes, the APX radios replace end of life XTS/XTL radios. If so, why is the replacement being made?

Equipment end of life.

4. Is there a specific cost justification for the new equipment? N/A

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?

[X] General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

[] Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: _____

- What fiscal year(s) is expected to be funded via general revenues: _____

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

[] Other (please describe): _____

Lessee: Nassau County, FL

By: 

Title: Chairman

Date: 11-25-14

MES 11-26-14

RESOLUTION NO. 2014-148

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, FINDING A NEED FOR THE ACQUISITION OF THE EQUIPMENT AND APPROVAL OF A LEASE AGREEMENT RELATED TO THE UPGRADE OF NASSAU COUNTY'S EXISTING FDMA M2 CORE P25 SYSTEM

WHEREAS, the Board of County Commissioners of Nassau County, Florida, has determined it is in the best interest of the health, safety and welfare of the citizens of Nassau County, to upgrade the county's existing FDMA M2 Core P25 system with quality communications equipment and services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Nassau County, Florida as follows:

1. Determination of Need. The Board of County Commissioners of Nassau County, Florida, as Lessee, has determined that a true and very real need exists for the acquisition of the Equipment and other personal property described in the Lease Schedule A# 23641 dated as of November 25, 2014, between Nassau County, Florida, a political subdivision of the State of Florida (Lessee) and Motorola Solutions, Inc., (Lessor).
2. Approval and Authorization. The Board of County Commissioners of Nassau County, Florida, as Lessee, has determined that the Lease Agreement, substantially in the form presented at the Board's meeting of November 25, 2014, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, the Board of County Commissioners of Nassau County, Florida, hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the Chairman of the Board of County Commissioners of

Nassau County, Florida to execute and deliver the Lease Agreement on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary for the consumption of the transactions contemplated by the Lease Agreement.

Authorized Individual(s):

Pat Edwards, Chairman
Board of County Commissioners
Nassau County, Florida

Further, the Board of County Commissioners of Nassau County, designates the following individual as the Project Manager and the Board of County Commissioners' Designee for the Equipment Lease-Purchase Agreement Delivery and Acceptance Certificate, and System Acceptance Certificate:

Authorized Individual(s):

Matthew A. Graves
Fire Chief
Nassau County Fire Rescue
96160 Nassau Place
Yulee, FL 32097

3. Adoption of Resolution. The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

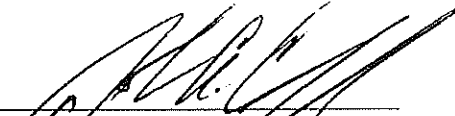
DULY ADOPTED this 25th _____ day of November, 2014.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



PAT EDWARDS
Its: Chairman

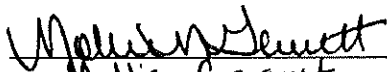
ATTEST AS TO CHAIRMAN'S
SIGNATURE:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
11-26-14

Approved as to form:



Mollie Garrett

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority If Amended Return, check here

1 Issuer's name Nassau County	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 96135 Nassau Place	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Yulee FL 32097	7 Date of Issue 12/1/2014
8 Name of issue Equipment Lease-Purchase Agreement Schedule A 23641	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	2,078,840.48
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/2018	\$ 2,078,840.48	\$ 2,078,840.48	4 years	2.36 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

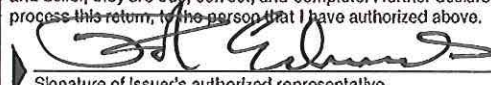
22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	2,078,840.48
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently-refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		11-25-14	Pat Edwards, Chairman	
	Signature of Issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

MES 11-26-14

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 Date: November 25, 2014

Lease Schedule A Date: November 25, 2014

Equipment Lease Purchase Agreement No.: 23641

Lease Schedule A No. : 23641

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 23641 dated November <u>25</u> , 2014. See Schedule A for a detailed Equipment List.

RECEIVED
 COUNTY MANAGER'S
 OFFICE
 15 JAN 15 PM 1:27

LESSEE:

NASSAU COUNTY

By: 

Date: 1-15-15



MOTOROLA SOLUTIONS

**CERTIFICATE OF MILESTONE COMPLETION
Subscriber Inventory**

PROJECT: Nassau County TDMA Project

MOTOROLA PROJECT MANAGER: Jay Hammack

MOTOROLA PROJECT NUMBER: FL-141152A

PROJECT CONTRACT DATE: November 26, 2014

DESCRIPTION OF WORK COMPLETED:

This milestone certification documents the successful subscriber inventory.

Ship Qty	Model	Description
10	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
4	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
219	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
8	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
50	M22URS9PW1 N	APX4500 7/800
230	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
3	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER

524 **TOTAL**

The above deliverables have been reviewed and found to be in accordance with the contract.

Nassau County Representative:

Motorola Representative:

Full Name: MICHAEL W. SADLER

Jay Hammack, PMP

Title: LOGISTICS OFFICER

Project Manager
System Integration

Signature: Michael W. Sadler

Bob Z. Calkins - Head of

Date: 1-13-2015

Exhibit D

System Acceptance Certificate

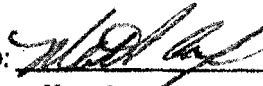
Customer Name: Nassau County BOCC
Equipment Lease-Purchase Agreement Number 23641
Project Name: Nassau County TDMA Project

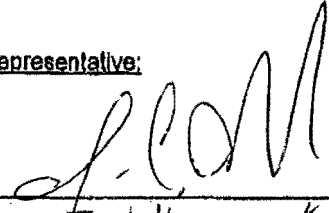
This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

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: 
Print Name: Matthew A. Graves
Title: Fire Chief
Date: 6/30/15


Signature: 
Print Name: JAY HAMMACK
Title: PROJECT MANAGER
Date: 6/30/15

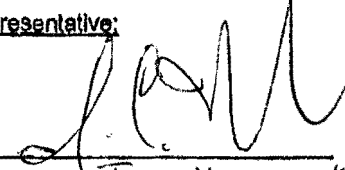
FINAL PROJECT ACCEPTANCE:

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: 
Print Name: Matthew A. Graves
Title: Fire Chief
Date: 6/30/15

Signature: 
Print Name: JAY HAMMACK
Title: PROJECT MANAGER
Date: 6/30/15

TDMA UPGRADE & APX SUBSCRIBERS



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

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Motorola Solutions, Inc.
1700 Belle Meade Court
Lawrenceville, GA 30043

August 7, 2014

Matthew A. Graves
Fire Chief
Nassau County Fire Rescue
96160 Nassau Place
Yulee, FL 32097

Subject: TDMA Upgrade & APX Subscribers

Dear Chief Graves,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Nassau County, Florida with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution will upgrade Nassau County's existing FDMA M2 Core P25 system (single zone) to release 7.14 P25 TDMA operation. This proposal assumes that Nassau County's system will be at the ASTRO release 7.14 at the time of the upgrade, tentatively scheduled in the January/February 2015 timeframe. This proposal also includes 523 APX subscribers to replace existing end of life XTL/XTS radios in the field today.

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid if contract execution by November 28, 2014 and equipment inventoried, and accepted by Nassau County prior to December 29, 2014. Nassau County, Florida may accept the proposal by delivering to Motorola the executed CSA. Alternatively, Motorola would be pleased to address any concerns Customer may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Michelle Poole, your Account Manager, at 904-814-9938.

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

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read 'Marshall Wright'.

Marshall Wright
MSSSI Vice President
North America Government Markets

SYSTEM DESCRIPTION

1.1 INTRODUCTION

This proposal is to upgrade Nassau County's existing FDMA M2 Core P25 system (single zone) to release 7.14 P25 TDMA operation. This proposal assumes that Nassau County's system will be at the ASTRO release 7.14 at the time of the upgrade. This proposal also includes 523 APX subscribers (portables, mobiles, and control stations – no antenna and line is included for the control stations).

TDMA migration widens the spectrum over FDMA, like increased voice path capacity and grade of service, more channels, and newer data capabilities. It also allows for easier interoperability with FDMA users, sites and systems.

Due to the change in modulation when transitioning from P25 FDMA to TDMA, slight variations in coverage may occur. There are cases in which P25 TDMA coverage will be slightly better and others in which P25 FDMA might perform slightly better than TDMA. Coverage analysis will be required to fully characterize any impacts on coverage.

The scope of the project includes upgrading the Prime site configuration and existing GTR 8000 radios. A total of 25 GTR 8000 radios will be upgraded to TDMA operation, five GTR 8000 radios at each of the sites noted below:

- Yulee (Prime Site)
- Fernandina Beach
- Hilliard
- Bryceville
- Callahan

This proposal does not include fleetmap design services as the County will continue to use its existing fleetmapping. Proposed APX subscribers will be programmed with the County's existing templates.

Nassau County's existing ASTRO P25 release 7.11 FDMA M2 Core 5-site, 5-channel system with six MCC 7500 dispatch consoles will need to be at the 7.14 ASTRO P25 release at the time of the upgrade.

1.1.1 Dynamic Channel Assignment

Dynamic Channel Assignment (DCA) provides efficient system operation by dynamically switching between P25 FDMA mode and P25 TDMA mode for a given station based on the needs for the call assigned to the station. Any station can potentially be configured as FDMA only, TDMA only or Dynamic (FDMA/TDMA).

1.1.2 Dynamic Talkgroup Assignment

Dynamic Talkgroup Assignment (DTA) provides seamless communication for systems with mixed FDMA and TDMA fleets of radio users by automatically assigning talkgroups as FDMA or TDMA modes depending on the capabilities of the affiliated subscribers. When a Dynamic Talkgroup has both FDMA users and TDMA users affiliated with the system, and FDMA channel resources are

available, the talkgroup call proceeds in FDMA mode without requiring any user intervention. Should only TDMA users be affiliated on the system, the call takes place in TDMA mode.

1.2 SUBSCRIBER EQUIPMENT AND FEATURES

The APX™ Series is Motorola's fourth generation of Project 25 digital radios providing Nassau County's public safety agencies with seamless, high quality communications that withstand the most demanding of environments. The APX Portables and Mobiles can work across multiple digital and analog networks from conventional, to SMARTNET and SmartZone to ASTRO 25, providing true interoperability.

The subscriber offering proposed to Nassau County consists of **three** tiers:

- **The APX 4000/4500 Series** - This entry tier delivers all the benefits of TDMA technology in the smallest P25-capable portable and rugged remote mount mobile in the industry: Adaptive dual mic noise suppression, voice announcement, radio profiles, intelligent lighting, integrated GPS, integrated Bluetooth, and software and hardware encryption options.
- **The APX 6000/6500 Series** - This high tier solution enables the real-time interoperability needed to communicate P25 TDMA within the county and 3600 baud Smartzone within the state-wide system (Viper). Along with all of the capabilities of the mid-tier, this series adds multi-algorithm encryption options, enhanced ruggedness options, fire-fighter-specific form-factors, and dual-control head mobile configurations.
- **The APX 7000/7500 Series** – This multi-band series offers the highest level of interoperability by integrating 700MHz, 800MHz, and VHF in one radio. In addition to all of the hi-tier features, the portables offer the loudest speaker audio and largest color displays, the mobiles offer the most vehicle integration options, and both offer the most flexible hardware architecture that may be used for future upgrades.

Specially designed for public safety users, Motorola's APX™ Series of subscribers delivers exceptional performance by combining advanced voice and data technology with legendary Motorola quality. Described below are just a few value added features common to all tiers of the APX subscriber platform.

Enhanced Audio Features

Audio quality is a critical factor in a design of a Mission Critical Public Safety radio. The enhanced audio features developed for the APX™ Portables allow for enhanced clarity and improved audio intelligibility in challenging high-noise environments.

Adaptive Beam Forming

Adaptive Beam forming technology unique to the APX radio takes noise reduction to the next level.

Enhanced Clarity and Speech Naturalness

The APX™ Portables are designed with an efficient design that delivers natural sounding speech with loud and clear audio quality.

Advanced Software Features

The advanced software features listed below allow for easy and efficient usability and configuration of the subscribers.

Intelligent Lighting

Intelligent lighting uses color to notify the user of the radio mode, potential emergencies, or specific events. Color alerts provide users with information at a glance.

Radio Profiles

Radios can be configured with multiple user-selected or automated operating behaviors such as audio level, lighting and tones. Whether on surveillance or working in bright sunlight, the user can customize settings as needed.

Unified Call List

Consolidates all call lists underneath one unified list. Users can easily access all information associated to a particular contact.

Advanced Data Capabilities

With Integrated Voice & Data (IV&D) APX™ can be utilized for various applications without compromising voice priority on the system.

Programming over Project 25 (POP25)

Motorola's POP25 solution allows subscriber radios to be programmed over the air via the ASTRO 25 systems while remaining in the field.

Motorola's APX™ Series is the industry's leading Project 25 digital radios in the market. Utilizing leading edge technology and innovative designs to offer the most rugged, reliable, and interoperable portable and mobile radios Motorola manufactures and is the preferred radio for the public safety users who require high performance, quality, and reliability in everyday operation.

1.2.1 APX 7000 / 7500 Series Subscribers

The APX™ 7000 / 7500 is the multiband high tier portable and mobile offering that provides the highest level of interoperability and features.

The multi-band capability available in this tier allows users to communicate on multiple bands. Additionally, users can seamlessly scan multiple protocols, technologies (FDMA/TDMA) and multiple frequency bands in a single radio, providing users with the highest level of interoperability and mobility to roam throughout the County without frequency boundaries. The following features are available with the high-tier APX™ 7000/7500 subscribers.

Highest Level of Interoperability

Multi-band: The APX™ 7000 radios proposed can operate in 7/800 and UHFRI MHz Band operation.

System Compatibility and Supported Operation Modes: The mobiles support the following system and operation modes and capabilities:

- Clear or encrypted APCO Project 16.
- APCO Project 25 Phase I and Phase II Upgradeable.
- 9600 and 3600 baud Control Channel capable.
- 12.5/20/25 kHz bandwidth receiver – analog capable.
- 12.5 kHz bandwidth receiver – digital capable.
- 6.25e TDMA.

Feature Rich

Operating Modes and Features: The APX™ 7000 /7500 can support 3000 talkgroups/modes as well as the following features and functionality:

- Conventional channels.
- Talk-around channels.
- Supports up to 50 trunking systems, and 100 Personalities.
- Scan and Priority Scan available.
- Dynamic Regrouping capable.
- Call-Alert Paging and Individual Call.

Unsurpassed Encryption Capabilities: The APX™ 7000 / 7500 supports multiple encryption algorithms including software based and the FIPS approved UCM based solutions. It is also the only P25 Radio design in the market with the highest level encryption module security; making the APX 7000/7500 the only secure module certified radio design in the market.

- ADP/AES/DES/DES-XL/DES-OFB/DVP-XL.
- Multi-Algorithm / Multi-Key Support.
- Type I and Type III Encryption.
- Over the Air Encryption Key Management (OTAR).
- Up 5 FIPS approved encryption algorithms per radio.
- Supports a minimum of 48 Encryption Keys/Radio.
- Hardware and Software Encryption.
 - 40kbit RSA Software Encryption (ADP).
 - FIPS 140 – LEVEL 3 Encryption Module Certification.

Data Capabilities: With the Integrated Voice & Data (IV&D) option the APX™ 7000/7500 can support the following data applications:

- Over-the-Air Programming (POP25) capable / optional.
- Integrated GPS for personnel location available / optional.
- Text Messaging.

1.2.1.1 APX 7000 Portable Radios

The APX™ 7000 portable can be ordered in two different models; APX™ 7000 model 1.5 (top display) and APX™ 7000 model 3.5 (dual-display). The portable can support a variety of software capabilities & feature sets to best meet your user's needs.

APX™ 7000 Portable Design Features

The APX™ 7000 offers the voice and data capabilities with a large color display, top display, keypad, and loud and clear audio in a compact rugged design. Its unique T-Grip form factor provides secure and easy handling. See Figure 1-1.

All APX™ 7000 models include the following features:

- One (1) - line/8 character/1 row for icons; monochrome LCD Display.
- Large Angled Volume On/Off knob and large Channel selector knob for easy gloved operation.
- Top-mounted Orange Display.
- Three (3) programmable side buttons for easy access features.
- Large Universal Push-to-talk button backlit for easy activation.
- Rugged GCAI accessory connector for improved audio accessories.

- The higher tier APX™ 7000 includes :
 - 4-line/14 character/2 icons character alphanumeric display.
 - 3 x 6 keypad with up to 24 programmable soft keys.
 - Improved User interface for Public Safety and color display.
 - Easy Access Emergency Button.
- Meets Military Specs 810(C, D, E, and F).

Outlined below is a list of the various features, and benefits specific to the APX™ 7000 portable.

Enhanced Ergonomics

T-Grip: By increasing the width of the shoulders this radio not only provides enhanced fit but allows for larger knobs and controls for improved gloved operation.

Top-Display: Allows users to access radio and system information at-a-glance without removing the radio from its carry holster.

Enlarged Universal PTT and Buttons: PTT & programmable buttons were designed for improved tactility and gloved operation.

Robust Design

Endoskeleton Design: This design provides users with a radio that takes durability to the next level.

Submersibility: The APX™ 7000 is design standard to meet IP67 Submersible ratings. Additionally, we offer a Delta-T equivalent design option for those users exposed to extreme wet environments.

Future Growth

Option Slot Application Boards: The APX™ 7000 is built with room to grow for future features yet to come that will require additional capacity further protecting your investment.

Expandable Memory: An expandable memory slot is available for optional memory expansion. As technology needs grow, increased memory is available on the APX 7000.



Figure 1-1: APX 7000 Portable Radio

1.2.2 APX 7000XE / 6000XE Series Subscribers

1.2.2.1 APX 7000XE Portable Radios

The APX™ 7000XE is the multi-band version of the most ultra-rugged radio with innovative features designed for first responders working in extreme environments. This portable can be ordered in two different models; APX™ 7000XE model 1.5 (top display) and APX™ 7000XE model 3.5 (dual-display). The portable can support a variety of software capabilities and feature sets to best meet your user's needs. The can be ordered in Black, Green, or Yellow-colored housings.

APX™ 7000XE Portable Design Features

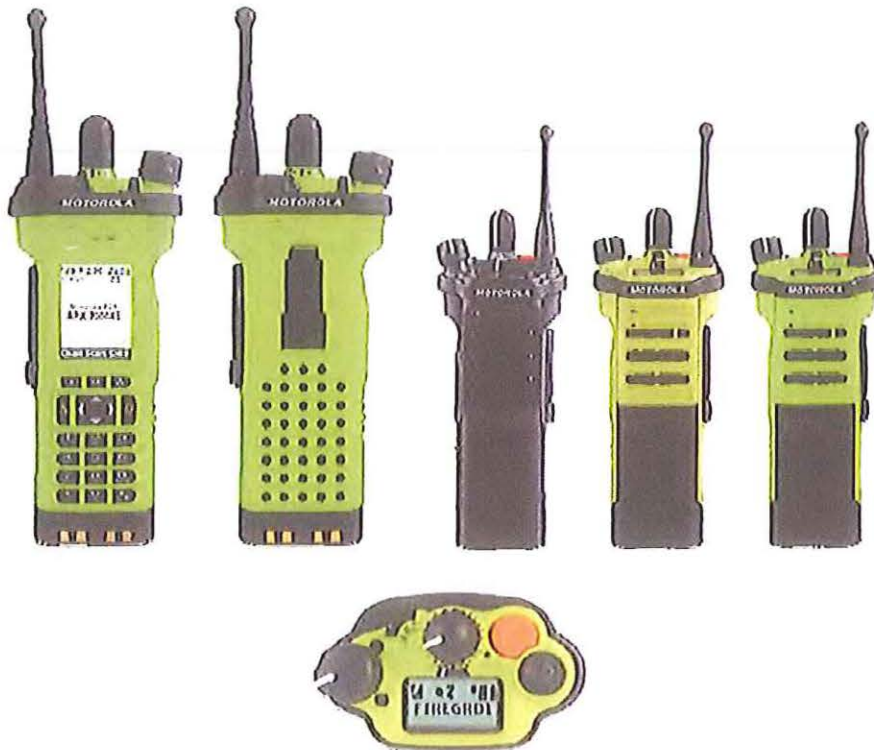


Figure 1-2: APX 7000 XE Portable Radio

The APX™ 7000XE is an ergonomically-superior radio that is easy to operate, with glove-friendly controls and a large top display. It has significantly louder and clearer audio so that every word is heard when you're battling noise in almost any environment. A mission critical multiband, multiprotocol radio so seamless, you can be confident your communications are truly interoperable. It offers the voice and data capabilities with a large color display, top display, keypad, and loud and clear audio in a compact rugged design. Its unique T-Grip form factor provides secure and easy handling. See Figure 1-2.

All APX™ 7000XE models include the following features:

- One (1) - line/8 character/1 row for icons; monochrome LCD Display.
- Extremely Large Angled Volume On/Off knob and large Channel selector knob for easy gloved operation.
- Top-mounted Orange Emergency Button.

- Three (3) programmable side buttons for easy access features.
- Large Universal Push-to-talk button backlit for easy activation.
- Rugged GCAI accessory connector for improved audio accessories.
- The M3.5 model includes
 - 4-line/14 character/2 icons character alphanumeric display.
 - 3 x 6 keypad with up to 24 programmable soft keys.
 - A secondary speaker for louder audio.
- Meets Military Specs 810(C, D, E, F, and G).

1.2.2.2 APX 6000XE Portable Radios

The APX™ 6000XE is the single-band version for the most ultra-rugged radio with innovative features designed for first responders working in extreme environments. This portable can be ordered in three different models; APX™ 6000XE model 1.5 (top display), APX6000XE model 2.5 (dual-display with limited keypad), and APX™ 6000XE model 3.5 (dual-display with full keypad). The portable can support a variety of software capabilities and feature sets to best meet your users' needs. See Figure 1-3.

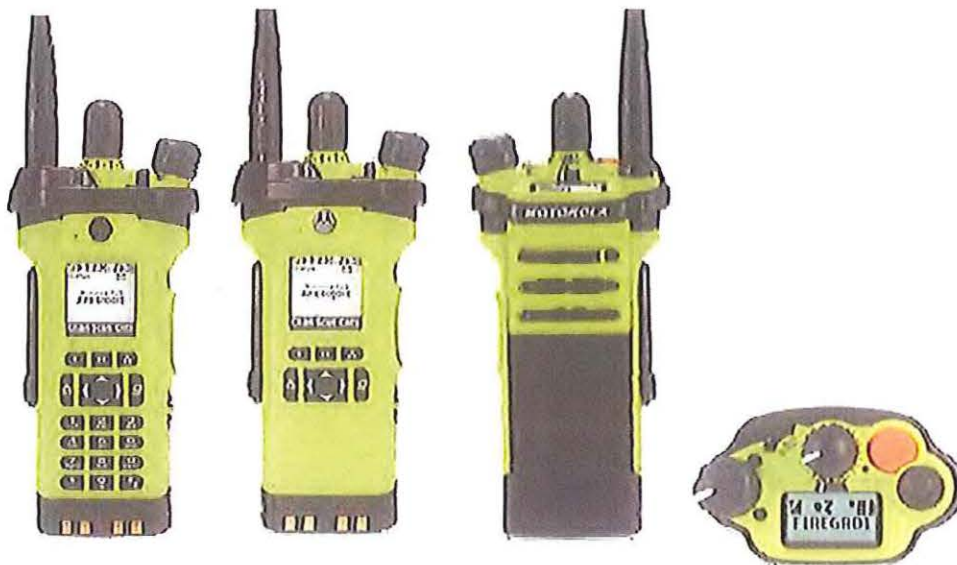


Figure 1-3: APX 6000 XE Portable Radio

APX™ 6000XE Portable Design Features

Everything about the APX 6000XE is designed with first responders in mind – starting with a large top display with intelligent lighting so you can see information at a glance. It has oversized controls that are easy to operate when you are wearing bulky gloves –including the volume and channel selector and X-large emergency button. With its rugged MIL specs, FM certification, and optional color housings, i0t is the portable performer you can rely on in the harshest environments.

All APX™ 6000XE models include the following features:

- One (1) - line/8 character/1 row for icons; monochrome LCD Display.
- Extremely Large Angled Volume On/Off knob and large Channel selector knob for easy gloved operation.
- Top-mounted Orange Emergency Button.

- Three (3) programmable side buttons for easy access features.
- Large Universal Push-to-talk button backlit for easy activation.
- Rugged GCAI accessory connector for improved audio accessories.
- The M2.5 & M3.5 models include:
 - 4-line/14 character/2 icons character alphanumeric display.
 - 3 x 6 keypad with up to 24 programmable soft keys.
- Meets Military Specs 810 (C, D, E, F, and G).

1.2.3 APX™ 7500 Mobile Radios

The APX™ 7500 mobile supports multiple configurations to best support your installation requirements and user needs. The APX™ 7500 has the familiar and reliable design of the XTL 5000 for ease of installation while enhanced with the advanced technology & performance of our APX™ platform.

The APX™ 7500 can be ordered in two different models; APX™ 7500 mid-power and APX™ 7500 high-power. There are also multiple control head configurations to choose from; the O9 Control Head, the O7 Control Head, the O5 Control Head, the O3 Hand-held Control Head, and O2 Control Head.

APX™ 7500 O9 Control Head

The APX™ 7500 O9 Control Head (Figure 1-4) can be used in remote mount configurations. The O9 control head offers the following user interface features:

- Extra-large full color display with intelligent lighting.
- Two (2) lines of text 14 characters max / 1 line of icons / 1 line of menus
- Integrated full size DTMF keypad.
- Large programmable one-touch buttons.
- Dedicated siren controls.
- Integrated Response Selector / Pursuit Knob.
- Night/day mode button

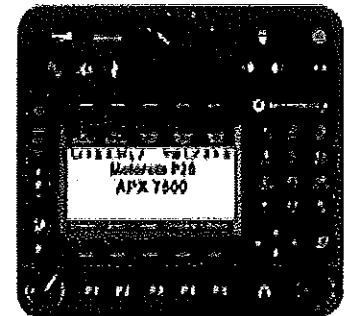


Figure 1-4: APX 7500 O9 Control Head

APX™ 7500 O7 Control Head

The APX™ 7500 O7 Control Head (Figure 1-5) can be used in dash, remote, motorcycle, control station, and multiple remote mount configurations. The O7 control head offers the following user interface features:

- Large color display with intelligent lighting.
- Three (3) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Available with Lighting & Siren Controls or DTMF Keypad.
- Multiple control head configuration with O2 and O7.
- Motorcycle configuration available.
- Multifunction volume / channel knob.
- Night/day mode button.



Figure 1-5: APX 7500 O7 Control Head

APX™ 7500 O5 Control Head

The APX™ 7500 O5 Control Head (Figure 1-6) can be used in dash, remote, and motorcycle mount configurations. The O5 control head offers the following user interface features:

- Two-line/14 character/1 row for icon customizable, tri-color LCD display.
- Can be ordered with a 3 x 6 keypad microphone accessory with 3 programmable soft keys.
- Five (5) programmable soft key buttons and, five (5) scroll-through menus with up to 24 programmable soft keys.
- Multiple control head configuration to fully control a single radio with up to four (4) different wired locations.
- Motorcycle configuration also available.
- Recessed Orange Emergency Button.
- Meets Military Specs 810 (C, D, E, and F).



Figure 1-6: APX 7500 O5 Control Head

APX™ 7500 O3 Control Head

The APX™ 7500 O3 Control Head (Figure 1-7) can be used in remote mount configurations. The O3 control head offers the following user interface features:

- Large color display with intelligent lighting.
- Two (2) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Integrated full size DTMF keypad.
- Hand-held control head with intuitive user interface.
- Two quick-access side buttons.
- Display contrast selector.



Figure 1-7: APX 7500 O3 Control Head

APX™ 7500 O2 Control Head

The APX™ 7500 O2 Control Head (Figure 1-8) can be used in dash mount configurations. The O2 control head offers the following user interface features:

- Large color display with Intelligent lighting
- Three (3) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Built in 7.5 watt speaker.
- Motorcycle configuration available.
- Multifunction volume/channel knob.
- Night/day mode button.



Figure 1-8: APX 7500 O2 Control Head

Outlined below is a list of the various features, and benefits specific to the APX 7500 mobile.

Easy Installation, Maintenance, and Serviceability

Re-use XTL footprint: The APX 7500 Mid-power mobile fits into the existing XTL footprint allowing reuse of the mounting holes and cables.

Easy and efficient serviceability: The high-power mobile's new trunion design provides secure engagement, it is also includes a new handle design that allows the radio to be removed without having to remove the cables.

1.2.4 APX 6000 / 6500 Series Subscribers

The APX™ 6000 / 6500 is the high tier portable and mobile offering that provides the County with an affordable radio option that meets the requirements of the County while providing many of the high-tier features of the APX™ 7000 / 7500.

The APX 6000 / 6500 users can seamlessly scan multiple protocols and technologies (FDMA/TDMA). The following features are available with the High-Tier APX 6000/6500 subscribers.

Interoperability

System Compatibility and Supported Operation Modes: The APX™ 6000/6500 series supports the following system and operation modes and capabilities:

- Clear or encrypted APCO Project 16.
- APCO Project 25 Phase I and Phase II Upgradeable.
- 9600 and 3600 baud Control Channel capable.
- 12.5/20/25 kHz bandwidth receiver – analog capable.
- 12.5 kHz bandwidth receiver – digital capable.
- 6.25e TDMA.

Feature Rich

Operating Modes and Features: The APX™ 6000/6500 supports up to 1000 talkgroup/modes as well as the following feature and functionality:

- Conventional channels.
- Talk-around channels.
- Scan and Priority Scan available.
- Dynamic Regrouping capable.
- Call-Alert Paging and Individual Call.

Enhanced Encryption Capabilities: The APX™ 6000/ 6500 can support Motorola's software-based and FIPS approved UCM based Encryption Algorithms.

- ADP/AES/DES/DES-XL/DES-OFB/DVP-XL.
- Multiple Algorithm / Multi-Key Support.
- Over the Air Encryption Key Management (OTAR).
- Supports a minimum of 48 Encryption Keys/Radio.
- FIPS Approved Encryption Module Design.

Data Capabilities: The APX™ 6000/6500 also supports multiple IV&D Data applications.

- Over- the-Air Programming (POP25) capable / optional.
- Integrated GPS for personnel location available / optional.
- Text Messaging.

1.2.4.1 APX 6000 Portable Radios

The APX™ 6000 portable can be ordered in a variety of models: APX™ 6000 model 1.5 (top display), APX™ 6000 model 2.5 (dual-display with limited keypad), and APX™ 6000 model 3.5 (dual-display, full keypad). The portable can support a variety of software capabilities and feature sets to best meet your users' needs. See Figure 1-9.



Figure 1-9: APX 6000 Portable Radio

The APX™ 6000 portable is designed to inherit the APX7000 core ergonomic and rugged design features:

Enhanced Ergonomics

T-Grip: By increasing the width of the shoulders this radio not only provides enhanced fit, but also allows for larger knobs and controls for improved gloved operation.

Top-Display: Allows users to access radio and system information at-a-glance without removing the radio from its carry holster.

Enlarged Universal PTT and Buttons: PTT and programmable buttons were designed for improved tactility and gloved operation.

Robust Design

Submersibility: The APX™ 6000 is design standard to meet IP67 Submersible ratings (1 meter / 30 minutes), but can also be enhanced with Delta-T rating (2 meters / 2 hours).

Endoskeleton Design: This design provides users with a radio that takes durability to the next level.

APX accessories, batteries, and chargers can be shared across both the high and mid Tier platform. (For more information reference APX Accessory Brochure.)

1.2.4.2 APX™ 6500 Mobile Radios

The APX™ 6500 mobile supports multiple configurations to best support your installation requirements and user needs. The APX™ 6500 is also designed to have the familiar and reliable design of the XTL5000 for ease of installation while enhanced with the advanced technology and performance of our APX™ platform. The APX™ 6500 can be ordered in two different models; mid-power and high-power, and is available with the O7, O5, O3, and O2 Control Heads.

APX™ 6500 O7 Control Head

The APX™ 6500 O7 Control Head (Figure 1-10) can be used in dash, remote, control station, and multiple remote mount configurations. The O7 control head offers the following user interface features:

- Large color display with intelligent lighting.
- Three (3) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Available with Lighting and Siren Controls or DTMF Keypad.
- Multiple control head configuration with O2 and O7.
- Motorcycle configuration available.
- Multifunction volume / channel knob.
- Night/day mode button.



Figure 1-10: APX 6500 O7 Control Head

APX™ 6500 O5 Control Head

The APX™ 6500 O5 Control Head (Figure 1-11) can be used in dash, remote, and motorcycle mount configurations. The O5 control head offers the following user interface features:

- Two-line/14 character/1 row for icon customizable, tri-color LCD display.
- Can be ordered with a 3 x 6 keypad microphone accessory with three (3) programmable soft keys.
- Five (5) programmable soft key buttons and, five (5) scroll-through menus with up to 24 programmable soft keys.
- Multiple control head configuration to fully control a single radio with up to four (4) different wired locations.
- Motorcycle configuration also available.
- Recessed Orange Emergency Button.
- Meets Military Specs 810 (C, D, E, and F).



Figure 1-11: APX 6500 O5 Control Head

APX™ 6500 O3 Control Head

The APX™ 6500 O3 Control Head (Figure 1-12) can be used in remote mount configurations. The O3 control head offers the following user interface features:

- Large color display with intelligent lighting.
- Two (2) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Integrated full size DTMF keypad.
- Hand-held control head with intuitive user interface.
- Two (2) quick-access side buttons.
- Display contrast selector.



Figure 1-12: APX 6500 O3 Control Head

APX™ 6500 O2 Control Head

The APX™ 6500 O2 Control Head (Figure 1-13) can be used in dash mount configurations. The O2 control head offers the following user interface features:

- Large color display with intelligent lighting.
- Three (3) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Built in 7.5 watt speaker.
- Motorcycle configuration available.
- Multifunction volume/channel knob.
- Night/day mode button.

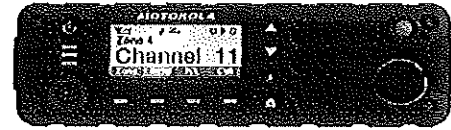


Figure 1-13: APX 6500 O2 Control Head

1.2.5 APX 4000 / 4500 Series Subscribers

The APX™ 4000 / 4500 is the entry tier portable and mobile offering that provides the County with the most affordable radio option that meets the requirements of the County while providing many of the mid-tier features of the APX™ 6000LI / 6500LI.

The APX 4000 / 6500 users can seamlessly scan multiple protocols and technologies (FDMA/TDMA). The following features are available with the Entry-Tier APX 4000 / 4500 subscribers.

Interoperability

System Compatibility and Supported Operation Modes: The APX™ 4000 / 4500 series supports the following system and operation modes and capabilities:

- Clear or encrypted APCO Project 16.
- APCO Project 25 Phase I and Phase II Upgradeable.
- 9600 or 3600 baud Control Channel capable (**only one operational at a time**).
- 12.5/20/25 kHz bandwidth receiver – analog capable.
- 12.5 kHz bandwidth receiver – digital capable.
- 6.25e TDMA.

Feature Rich

Operating Modes and Features: The APX™ 4000 / 4500 supports up to 512 talkgroup/modes as well as the following feature and functionality:

- Conventional channels.
- Talk-around channels.
- Scan and Priority Scan available.
- Dynamic Regrouping capable.
- Call-Alert Paging and Individual Call.

Enhanced Encryption Capabilities: The APX™ 4000/ 4500 can support Motorola's software based and FIPS approved UCM based AES Encryption.

- ADP / AES.
- Single Algorithm / Multi-Key Support.
- Tactical Over the Air Encryption Key Management (Tactical OTAR works on simplex digital channels only).

- Supports a minimum of 48 Encryption Keys/Radio.
- FIPS Approved Encryption Module Design.

Data Capabilities: The APX™ 4000 / 4500 also supports multiple IV&D Data applications.

- Over- the-Air Programming (POP25) capable / optional.
- Integrated GPS for personnel location available / optional.
- Text Messaging.

1.2.5.1 APX 4000 Portable Radios

APX 4000 Single Knob Portable Radios

The APX™ 4000 Single Knob portable can be ordered in a variety of models: APX™ 4000 Single Knob model 2 (front display, limited keypad) and APX™ 4000 Single Knob model 3 (front display with full keypad). The portable can support a variety of software capabilities and feature sets to best meet your user's needs. See Figure 1-14.



Figure 1-14: APX 4000 Single Knob Portable Radio

The APX™ 4000 Single Knob portable is designed to inherit the APX6000 core ergonomic and rugged design features:

Enhanced Ergonomics

T-Grip: By increasing the width of the shoulders this radio not only provides enhanced fit, but also allows for larger knobs and controls for improved gloved operation.

Enlarged Universal PTT and Buttons: PTT and programmable buttons were designed for improved tactility and gloved operation.

Robust Design

Submersibility: The APX™ 4000 Single Knob is design standard to meet IP67 Submersible ratings.

Endoskeleton Design: This design provides users with a radio that takes durability to the next level.

1.2.5.2 APX 4000 Dual Knob Portable Radios

The APX 4000 Dual Knob is a ultra-rugged radio with innovative features designed for first responders working in extreme environments. The portable can be ordered in two different models;

APX 4000 Dual Knob model 2.5 (dual-display with limited keypad) and APX™ 4000 Dual Knob model 3.5 (dual-display with full keypad). The portable can support a variety of software capabilities & feature sets to best meet your user's needs. See Figure 1-15.

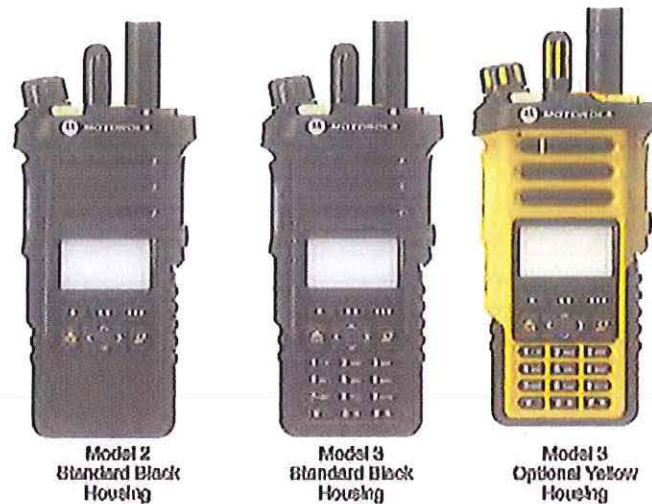


Figure 1-15: APX 4000 Dual Knob Portable Radio

APX 4000 Dual Knob Portable Design Features

Everything about the APX 4000 Dual Knob is designed with first responders in mind – starting with a large top display with intelligent lighting so you can see information at a glance. It has oversized controls that are easy to operate when you are wearing bulky gloves –including the volume and channel selector and X-large emergency button. With its rugged MIL specs, optional FM certification, and optional color housings, it is the portable performer you can rely on in the harshest environments.

All APX™ 4000 Dual Knob models include the following features:

- One (1) - line/8 character/1 row for icons; monochrome LCD Display.
- Extremely Large Angled Volume On/Off knob and large Channel selector knob for easy gloved operation.
- Top-mounted Orange Emergency Button
- Three (3) programmable side buttons for easy access features.
- Large Universal Push-to-talk button backlit for easy activation.
- Rugged GCAI accessory connector for improved audio accessories.
- The M2.5 and M3.5 models include:
 - 4-line/14 character/2 icons character alphanumeric display.
 - 3 x 6 keypad with up to 24 programmable soft keys.
- Meets Military Specs 810 (C, D, E, F, and G).

Because of its compact design, the APX4000 Single Knob and Dual Knob are not compatible with APX 6000/7000 Public Safety Remote Speaker Microphones (with integrated antenna), batteries, and chargers. These are not compatible with the remote speaker microphones used on APX 6000 or APX 7000 radios. (For more information reference APX Accessory Brochure)

1.2.5.3 APX 4500 Mobile Radios

The APX™ 4500 is a mid-power, dash mount radio available with the O2 Control Head.

APX™ 4500 O2 Control Head

The APX™ 4500 O2 Control Head (Figure 1-16) can be used in dash or remote mount and control station configurations. The O2 control head offers the following user interface features:

- Large color display with intelligent lighting.
- Three (3) lines of text 14 characters max / 1 line of icons / 1 line of menus.
- Built in 7.5 watt speaker.
- Motorcycle configuration available.
- Multifunction volume/channel knob.
- Night/day mode button.



Figure 1-16: APX 4500 O2 Control Head

Table 1-1: APX™ Series Portable Feature Comparison

CAPABILITIES \ TIERS	APX 7000	APX 6000	APX 6000LI	APX 4000
Channel Capacity	3000 Standard	1000 Standard, 3000 Option	1000 Standard	512 Standard 1000 Option
Models	M3.5, M1.5	M3.5, M2.5, M1.5	M3.5, M2.5, M1.5	M3, M2
P25 Phase 1 FDMA	✓	✓	✓	✓
P25 Phase 2 TDMA	✓	✓	✓	✓
SmartNet/SmartZone/Omnalink Operation	✓	✓	✓	✓
Real-time 9600 & 3600 Interop	✓	✓		
Multiband Operation	Option			
Integrated GPS Hardware*	Option	Option	Option	Option
POP25*	Option	Option	Option	Option
Integrated Bluetooth Hardware	Option	Option	Option	Option
Integrated Man Down Hardware	Option	Option	Option	Option
Intelligent Lighting	✓	✓	✓	✓
Radio Profiles	✓	✓	✓	✓
Text Messaging*	Option	Option	Option	Option
Channel Announcement	✓	✓	✓	✓
Encryption	AES, DES, DVP, DVI, ADP Multi-algorithm	AES, DES, DVP, DVI, ADP Multi-algorithm	AES, DES, ADP, Single-algorithm	AES, ADP, Single-algorithm
OTAR	Option	Option		
Full Color Front Display	✓	✓	✓	✓
Top Display	✓	✓	✓	
Noise Suppression Software	✓	✓	✓	✓
Dual Mic Noise Cancellation	✓	✓	✓	✓

CAPABILITIES \ TIERS	APX 7000	APX 6000	APX 6000LI	APX 4000
Dual Speakers	✓			
1 Watt Extreme Audio Speaker	✓			
1 m 30 min Submersibility	✓	✓	✓	✓
XE Form-Factor	Option	Option		
2 m 2 hr Submersibility	Option	Option		
Colored Housings	Option	Option		
Hazloc Rating (FM IS)	Option	Option	Option	Option
IMPRES Audio	✓	✓	✓	✓
IMPRES Energy	✓	✓	✓	✓

Table 1-2: APX™ Series Mobile Feature Comparison

Features	APX 7600 Multiband	APX 6500 High Tier	APX6500LI Mid Tier	APX 4500 Entry Tier	APX 4500LI Entry Tier
Control Heads	O9, O7, O5, O3, O2	O7, O5, O3, O2	O7, O5, O2	O2	O2
Channel Capacity	3000	1000	1000	512	512
System Personalities	125	75	75	50	50
SMARTNET/SmartZone/Omnilink	✓	✓			
P25 Operation	Phase 1 - FDMA Phase 2 - TDMA	Phase 1 - FDMA Phase 2 - TDMA	Phase 1 - FDMA Phase 2 - TDMA	Phase 1 - FDMA Phase 2 - TDMA	Phase 1 - FDMA Phase 2 - TDMA
Multiband Operation	✓				
Integrated Outdoor GPS location	✓	✓	✓	✓	
Intelligent Lighting	✓	✓	✓	✓	✓
Radio Profiles	✓	✓	✓	✓	✓
Text Messaging	✓	✓	✓	✓	✓
POP25	✓	✓	✓	✓	✓
Voice Announcement	✓	✓	✓	✓	✓
AES Encryption	✓	✓	✓	✓	
OTAR	✓	✓	TACTICAL ONLY	TACTICAL ONLY	
Mounting ²	D, R, M, C	D, R, C	D, R, C	D, R, C	D, C
High Power Models	✓	✓			
Multi-Control Head	Up to 4	Up to 2			

² D - Dash mount, R - Remote mount, M - Motorcycle, C - Control Station

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STATEMENT OF WORK

2.1 PROJECT OVERVIEW

This proposal is to upgrade Nassau County's existing FDMA M2 Core P25 system (single zone) to release 7.14 P25 TDMA operation. This proposal assumes that Nassau County's system will be at the ASTRO P25 release 7.14 at the time of the upgrade. This proposal also includes 523 APX subscribers (portables, mobiles and control stations – no antenna and line is included for the control stations).

This upgrade is a software-based upgrade.

The scope of the project includes upgrading the Prime site configuration and existing GTR 8000 radios. A total of 25 GTR8000 radios will be upgraded to TDMA operation; there are five GTR 8000 radios at each of the sites noted below:

- Yulee (Prime Site)
- Fernandina Beach
- Hilliard
- Bryceville
- Callahan

This proposal does not include fleetmap design services as the County will continue to use its existing fleetmapping. Proposed APX subscribers will be programmed with the County's existing templates.

Nassau County's existing ASTRO P25 release 7.11 FDMA M2 Core 5 site, 5 channel system with six MCC 7500 dispatch consoles will need to be at the 7.14 ASTRO P25 release at the time of the upgrade.

2.1.1 Main Components

- Master Site Upgrade and License Keys (M2 Core).
 - One (1) master site configuration upgrade software
 - One (1) Network Management / Zone Controller (NM/ZC) 7.14 license.
 - One (1) Unified Configuration Server (UCS) 7.14 license.
- TDMA Licenses for Master Site (Zone).
 - One (1) P25 TDMA trunking operation zone license (for the one zone that will contain a TDMA station).
 - Five (5) P25 TDMA trunking operation site licenses (one for each site that will contain a TDMA station).
 - Twenty-five (25) P25 TDMA trunking software base radio licenses (one for each station that will be TDMA capable).
- Dynamic Talkgroup Assignment (DTA).
 - One (1) P25 TDMA Dynamic Talk Group Assignment zone license (for one zone).
 - Five (5) P25 TDMA Dynamic Talk Group Assignment site licenses (one for each site that will have a station with DTA).
- Dynamic Channel Assignment
 - One (1) P25 TDMA Dynamic Channel Assignment zone license (one for each zone that will have a station with DCA).

- Twenty-five (25) P25 TDMA Dynamic Channel Assignment software base radio licenses (one for each station that will have DCA).
- GTR 8000 Base Repeaters
 - Twenty-five (25) G-Series software upgrade licenses (software upgrade for each GTR 8000 Base Repeater to be upgraded to TDMA).
 - Twenty-five (25) P25 FDMA To P25 TDMA software upgrade licenses (TDMA upgrade license for each GTR 8000 to be upgraded to TDMA).
 - Twenty-five (25) Dynamic Channel Assignment software upgrade licenses (DCA for each GTR 8000).

2.1.2 Installation Team

Installation Team Responsibilities:

- There is no equipment installation required. This is a software-based upgrade.

2.1.3 System Technologist (ST)

System Technologist Responsibilities:

- Install all the TDMA upgrade licenses.
- Test TDMA operation.
- Program any additional parameters into the system, if needed.
- Verify the system is operational once the TDMA upgrade has been fully implemented.
- Support Acceptance Test Plan with Nassau County.
- Support Cutover.

2.1.4 Hasty's Communications (Service Shop)

Service Shop Responsibilities:

- Perform the programming of the proposed subscribers.
- Support Acceptance Test Plan with Nassau County.
- Support Cutover.

2.1.5 Site Development

Site Development Team Responsibilities:

- Site development is not required as part of this upgrade.

2.1.6 Motorola CCSi Staging

CCSi Responsibilities:

- CCSi is not required for this upgrade. Licenses will be loaded into the system in the field.

2.1.7 Nassau County Responsibilities

- Provide access to the sites.
- Provide information on existing system interfaces as may be required.
- Review and approve proposed Field Acceptance Test Plan.
- Assigned the required County resources to support the cutover to TDMA.

2.1.8 Completion Criteria

- Successful implementation of the TDMA upgrade into the customer system.
- It is assumed that Nassau County's system will be at the ASTRO release 7.14 at the time of the upgrade.

2.1.9 Project Timeline

7/11 to 7.14 Activities	Week of 5-Jan-15	Week of 12-Jan-15	Week of 19-Jan-15	Week of 26-Jan-15	Week of 2-Feb-15
Pre-Deployment Upgrade Team Onsite in Nassau Cnty	[Bar]				
All material and database backups due in to Upgrade Operations	[Bar]				
Pre-configuration of Nassau County Radio System		[Bar]			
Implementation Team Onsite in Nassau to Commence 7.14 Upgrade				[Bar]	

TDMA & Subscriber Project Activities	Jan-15	Feb-15	Mar-15
Program NEW Mobile and Portable Radios	[Bar]		
Install NEW Mobile Radios		[Bar]	
Implementation Team Onsite in Nassau to Commence TDMA Upgrade		[Bar]	

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ACCEPTANCE TEST PLAN

Testing of the proposed TDMA system functionality is included. This includes the following:

- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the Project Kickoff/Design Review meeting.

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SERVICE/WARRANTY

4.1 INTRODUCTION

Motorola Solutions, Inc. (“Motorola”) provides an integrated total support plan for service, support, and repair of your wireless communications network. Our comprehensive support plan combines the services of our Systems Support Center (SSC), located in Schaumburg, Illinois, with those delivered by our local Service Partner, to keep your system operating at peak performance.

The services described in this section are designed to provide complete support of the network and ensure optimal efficiency, security, and reliability of your investment.

Table 4-1: Warranty Services Overview

Warranty Year Services	Warranty Year
Dispatch Service	
Technical Support	
OnSite Infrastructure Response	
Network Preventative Maintenance	
Infrastructure Repair Service with Advanced Replacement	

4.2 WARRANTY SERVICES

Following system acceptance, Motorola will provide a one-year warranty and maintenance support program on the proposed *new* equipment. Warranty of the new equipment will continue at the same level of service and support that you have today on the existing system. Motorola can provide optional post-warranty pricing to assist you in maintaining your communications network beyond the initial warranty period. The continuation of these services will help ensure maximum system uptime as well as maintaining the highest level of system performance.

4.2.1 Dispatch Service

The SSC is the single point of contact for all service issues. With Dispatch Service, one phone call to the SSC and the system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive on location within hours to diagnose and restore your communications network. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with your contracted response and restore times.

Once the issue has been resolved, the SSC verifies resolution and with your approval, closes the case. Case notes are updated throughout the repair process until completion and are available via Motorola Online (MOL) web access.

4.2.2 Technical Support

Technical Support Operations provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is available 24 hours per day, 365 days a year at the SSC, and is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. Our technologists work closely with the field service support team to ensure rapid resolution and closure of all network issues. They have access to a solutions database as well as in-house test labs and development engineers.

Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

4.2.3 OnSite Infrastructure Response

OnSite Infrastructure Response provides local, trained and qualified technicians who arrive on location to diagnose and restore the communications network. Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to the site. An automated escalation and case management process ensures that the technician arrives and system restoration begins within the contracted response times.

The field technician performs first level trouble-shooting, provides information regarding the system condition, removes any failed components for repair, and reinstalls new or reconditioned components. If the technician is unable to resolve the issue, the case is escalated to the SSC or product engineering teams as needed.

4.2.4 Network Preventative Maintenance

Network Preventative Maintenance service provides a scheduled operational test and alignment of the infrastructure equipment. The purpose of preventative maintenance testing is to ensure that all equipment meets original manufacturer specifications and to confirm that all critical subsystems in the network are fully operational. The Preventative Maintenance check can help identify faulty system and subsystem components, such as controllers, base stations, routers, and switches, which can lead to major site or system outages if left unchecked.

The annual Preventative Maintenance check is a critical part of the overall service support plan. Our field support team will ensure the test is scheduled and executed with your cooperation. Upon completion, test results will be submitted and kept as part of the ongoing maintenance records for the system. Preventative Maintenance testing is performed annually and scheduled through the Dispatch Operations team at the SSC.

4.2.5 Infrastructure Repair Service with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.



Motorola provides repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. Repair management is handled through a central location eliminating the need to send equipment to multiple locations. Comprehensive test labs can replicate the network in order to reproduce and analyze the issue. State-of-the-art repair tools enable Motorola's technicians to troubleshoot, analyze, test, and restore the equipment to the original performance specifications.

4.3 SUMMARY

Motorola's Support Services ensure peak network and operational performance by offering a diverse portfolio of scalable support services. Motorola has an extensive service organization to provide local, trained, and qualified service personnel to manage your communications network. Motorola's Support Services focuses on performance, both technological and operational, to maximize the efficiency and security of your communications network. These services can help increase both the availability and the operating efficiency of your network, while effectively managing costs and ensuring the safety of your employees and the citizens they protect.

Motorola's in-depth and first-hand knowledge of mobility – communications processes, technologies and integrated solutions is invaluable. We have more than 80 years of experience in designing, building, maintaining and managing large, complex mobile networks. Our 6,500 Motorola Services professionals and over 8,000 world-class partners and certified subcontractors, have the support of a global network of R&D centers and test labs, as well as Motorola service and support centers at local, regional and national levels. Few organizations claim to offer such a complete range of professional services within the communications industry. Even fewer are prepared to deliver.

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SECTION 5

EQUIPMENT LIST

Motorola Solutions intends to provide the latest models available at the time of system shipment. Therefore, model numbers provided are for reference only and are subject to change.

Qty	Nomenclature	Description
		APX Subscribers
157	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
157	Q806	ADD: ASTRO DIGITAL CAI OPERATION
157	H38	ADD: SMARTZONE OPERATION
157	Q361	ADD: P25 9600 BAUD TRUNKING
157	QA01749	SW KEY SUPPLEMENTAL DATA
157	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION
157	H869	ENH: MULTIKEY
157	H301	DEL: DELETE BELT CLIP/ BASIC CARRY
157	QA00580	ADD: TDMA OPERATION
157	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
157	HLN6875A	3" PLASTIC BELT CLIP ATTACHMENT
157	PMNN4403B	BATT STD IP67 LIION2050M 2150T
157	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
157	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
179	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
179	G806	ENH: ASTRO DIGITAL CAI OP APX
179	G51	ENH: SMARTZONE OPERATION APX6500
179	G361	ADD: P25 TRUNKING SOFTWARE
179	QA01749	SW KEY SUPPLEMENTAL DATA
179	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
179	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
179	G442	ADD: O5 CONTROL HEAD
179	G444	ADD: APX CONTROL HEAD SOFTWARE
179	G66	ADD: DASH MOUNT
179	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
179	W22	ADD: PALM MICROPHONE
179	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
179	GA00580	ADD: TDMA OPERATION
179	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
50	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
50	QA02006	ENH: APX6000XE RUGGED RADIO

Qty	Nomenclature	Description
50	H64	ALT: PUBLIC SAFETY YELLOW
50	Q806	ADD: ASTRO DIGITAL CAI OPERATION
50	H38	ADD: SMARTZONE OPERATION
50	Q361	ADD: P25 9600 BAUD TRUNKING
50	QA01749	SW KEY SUPPLEMENTAL DATA
50	QA00580	ADD: TDMA OPERATION
50	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
50	PMNN4403B	BATT STD IP67 LIION2050M 2150T
50	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
50	NNTN8203A	IMPRES XE RSM, FM
50	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE
50	G806	ENH: ASTRO DIGITAL CAI OP APX
50	G51	ENH: SMARTZONE OPERATION APX6500
50	G361	ADD: P25 TRUNKING SOFTWARE
50	QA01749	SW KEY SUPPLEMENTAL DATA
50	G442	ADD: O5 CONTROL HEAD
50	G444	ADD: APX CONTROL HEAD SOFTWARE
50	G66	ADD: DASH MOUNT
50	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
50	W22	ADD: PALM MICROPHONE
50	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
50	GA00580	ADD: TDMA OPERATION
50	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
8	L30URS9PW1 N	APX7500 SINGLE BAND 7/800
8	G806	ENH: ASTRO DIGITAL CAI OP APX
8	G51	ENH: SMARTZONE OPERATION APX
8	G361	ADD: P25 TRUNKING SOFTWARE
8	QA01749	SW KEY SUPPLEMENTAL DATA
8	G851	ADD: AES/DES-XL/DES-OFB ENCRYPTION
8	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
8	W382	ADD: CONTROL STATION DESK GCAI MIC
8	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
8	CA01598	ADD: AC LINE CORD US
8	GA00580	ADD: TDMA OPERATION
4	H97TGD9PW1 N	APX7000 DIGITAL PORTABLE RADIO
4	QA00569	ADD: 7/800MHZ PRIMARY BAND
4	QA00574	ADD: VHF SECONDARY BAND
4	QA00577	ADD: LARGE COLOR DISPLAY AND FULL K
4	QA00579	ADD: ENABLE DUAL BAND OPERATION

Qty	Nomenclature	Description
4	Q806	ADD: ASTRO DIGITAL CAI OPERATION
4	H38	ADD: SMARTZONE OPERATION
4	Q361	ADD: P25 9600 BAUD TRUNKING
4	Q15	ENH: AES/DES,DES-XL,DES-OFB
4	H869	ENH: MULTIKEY
4	QA01749	SW KEY SUPPLEMENTAL DATA
4	H301	DEL: DELETE BELT CLIP/BASIC CARRY H
4	QA00580	ADD: TDMA OPERATION
4	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
4	HLN6875A	3" PLASTIC BELT CLIP ATTACHMENT
4	NNTN7038B	BATT IMP STD IP67 LIION 2900M 3100T
4	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
4	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
12	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE
12	Q806	ADD: ASTRO DIGITAL CAI OPERATION
12	H38	ADD: SMARTZONE OPERATION
12	Q361	ADD: P25 9600 BAUD TRUNKING
12	QA01749	SW KEY SUPPLEMENTAL DATA
12	Q15	ADD: AES/DES-XL/DES-OFB ENCRYPTION
12	H869	ENH: MULTIKEY
12	H301	DEL: DELETE BELT CLIP/ BASIC CARRY
12	QA00580	ADD: TDMA OPERATION
12	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
12	HLN6875A	3" PLASTIC BELT CLIP ATTACHMENT
12	PMNN4403B	BATT STD IP67 LIION2050M 2150T
12	WPLN7080	APX 7000 IMPRES CG SU APX7000 US/NA
12	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EME
3	M30TSS9PW1 N	APX7500 DUAL BAND MID POWER
3	GA00244	ADD: 7/800MHZ PRIMARY BAND
3	GA00308	ADD: VHF MP SECONDARY BAND
3	GA00579	ADD: ENABLE DUAL BAND OPERATION
3	G806	ENH: ASTRO DIGITAL CAI OP APX
3	G51	ENH: SMARTZONE OPERATION APX
3	G361	ADD: P25 TRUNKING SOFTWARE
3	QA01749	SW KEY SUPPLEMENTAL DATA
3	G625	ADD: DES/DES-XL/DES-OFB ENCRYPTION
3	W969	ADD: MULTIPLE KEY ENCRYPTION OPERAT
3	G442	ADD: O5 CONTROL HEAD
3	G444	ADD: APX CONTROL HEAD SOFTWARE

Qty	Nomenclature	Description
3	G66	ADD: DASH MOUNT
3	G335	ADD: ANT 1/4 WAVE 762-870 MHZ
3	W22	ADD: MOTORCYCLE PALM MIC
3	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
3	G629	1/4 WAVE BROADBAND ANT 146-174
3	GA00580	ADD: TDMA OPERATION
3	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
42	M22URS9PW1 N	APX4500 7/800
42	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
42	QA01749	SW KEY SUPPLEMENTAL DATA
42	GA00804	ADD: APX O2 CONTROL HEAD
42	G444	ADD: APX CONTROL HEAD SOFTWARE
42	G66	ADD: DASH MOUNT
42	G335	ADD: ANT 1/4 WAVE 762-870MHZ
42	W22	ADD: PALM MICROPHONE
42	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
42	GA00580	ADD: TDMA OPERATION
42	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
2	M22URS9PW1 N	APX4500 7/800
2	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
2	QA01749	SW KEY SUPPLEMENTAL DATA
2	GA00804	ADD: APX O2 CONTROL HEAD
2	G444	ADD: APX CONTROL HEAD SOFTWARE
2	G66	ADD: DASH MOUNT
2	G335	ADD: ANT 1/4 WAVE 762-870MHZ
2	W20	ADD: KEYPAD MIC GCAI
2	G91	ADD: CONTROL STATION POWER SUPPLY
2	W665	ADD: BASE STATION APEXWWM
2	GA00580	ADD: TDMA OPERATION
2	G142	ADD: NO SPEAKER NEEDED
2	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
3	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
3	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
3	QA01749	SW KEY SUPPLEMENTAL DATA
3	Q698	ADD: 2.5 INCH BELT CLIP
3	QA00580	ADD: TDMA OPERATION
3	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
3	NNTN8128BR	BATT IMP STD LI ION 1900M 2000T
3	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC

Qty	Nomenclature	Description
5	M22URS9PW1 N	APX4500 7/800
5	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
5	QA01749	SW KEY SUPPLEMENTAL DATA
5	GA00804	ADD: APX O2 CONTROL HEAD
5	G444	ADD: APX CONTROL HEAD SOFTWARE
5	G66	ADD: DASH MOUNT
5	G335	ADD: ANT 1/4 WAVE 762-870MHZ
5	W22	ADD: PALM MICROPHONE
5	W432	ADD: AUXILARY SPKR 13W (3.2OHM)
5	GA00580	ADD: TDMA OPERATION
5	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
1	M22URS9PW1 N	APX4500 7/800
1	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SIN
1	QA01749	SW KEY SUPPLEMENTAL DATA
1	GA00804	ADD: APX O2 CONTROL HEAD
1	G444	ADD: APX CONTROL HEAD SOFTWARE
1	G66	ADD: DASH MOUNT
1	G335	ADD: ANT 1/4 WAVE 762-870MHZ
1	W20	ADD: KEYPAD MIC GCAI
1	G91	ADD: CONTROL STATION POWER SUPPLY
1	W665	ADD: BASE STATION APEXWWM
1	GA00580	ADD: TDMA OPERATION
1	G142	ADD: NO SPEAKER NEEDED
1	GA05100	DEL:NO SFS-STD WARRANTYAPPLIES
7	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
7	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
7	QA01749	SW KEY SUPPLEMENTAL DATA
7	Q698	ADD: 2.5 INCH BELT CLIP
7	QA00580	ADD: TDMA OPERATION
7	QA05100	ENH:STD WARRANTY APPLIES-NO SFS
7	NNTN8128BR	BATT IMP STD LI ION 1900M 2000T
7	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC
		TDMA Upgrade
1	SQM01SUM0239	MASTER SITE CONFIG UPGRADE
1	CA00996AL	ADD: NM/ZC LICENSE KEY 7.14
1	CA00997AL	ADD: UCS LICENSE KEY 7.14
1	CA01877AA	ADD: P25 TDMA TRUNKING OPERATION ZO
5	CA01880AA	ADD: P25 TDMA TRUNKING OPERATION SI

Qty	Nomenclature	Description
25	CA01882AA	ADD: P25 TDMA TRUNKING SW ? BASE RA
1	CA01878AA	ADD:P25 TDMA DYNAMIC TALKGROUP ASSI
1	CA01879AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIG
5	CA01881AA	ADD: P25 TDMA DYNAMIC TALKGROUP ASS
25	CA01883AA	ADD: P25 TDMA DYNAMIC CHANNEL ASSIG
5	CA02693AA	ADD: TDMA DTA SITE LICENSE DISCOUNT
25	CA02695AA	ADD: DCA PER BR
1	T7140	G-SERIES SOFTWARE UPGRADE
25	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
25	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFT
25	CA02694AA	ADD: DCA LICENSE DISCOUNT

SECTION 6

PRICING

6.1 PRICING SUMMARY

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Department	Equipment Type	Units	Equipment Cost
Subscribers:			
Sheriff's Office	APX6000 Portable	157	\$ 658,615.00
Sheriff's Office	APX6500 Mobile	179	\$ 758,221.63
	Total Sheriff's Office	336	\$ 1,416,836.63
Emergency Management	APX7000 Portable	4	\$ 24,016.00
Emergency Management	APX6000 Portable	12	\$ 50,340.00
Emergency Management	APX7500 Mobile	3	\$ 16,315.88
	Total Emergency Management	19	\$ 90,671.88
Fire Rescue	APX6000XE Portable	50	\$ 220,937.50
Fire Rescue	APX6500 Mobile	50	\$ 183,568.75
Fire Rescue	APX7500 Consollette	8	\$ 49,634.00
	Total Fire Rescue	108	\$ 454,140.25
Road & Bridge	APX4500 Mobile	42	\$ 116,870.25
Road & Bridge	APX4500 Control Station	2	\$ 6,128.50
Road & Bridge	APX4000 Portable	3	\$ 7,676.25
	Total Road & Bridge	47	\$ 130,675.00
Animal Control	APX4500 Mobile	5	\$ 13,913.13
Animal Control	APX4500 Control Station	1	\$ 3,064.25
Animal Control	APX4000 Portable	7	\$ 17,911.25
	Total Animal Control	13	\$ 34,888.63
	*Total Subscribers		\$ 2,127,212.39
	<i>*Includes 50% off Application Software</i>		
Network:			
	TDMA System Upgrade	1	\$ 877,000.00
Systems Integration:			
	Project Management, Engineering, System Technologist, and local service	1	\$ 443,055.00
	Total Project Cost		\$ 3,447,267.39
	TDMA Promotional Discount		\$ (390,000.00)
	Customer Loyalty Discount		\$ (61,145.00)
	Total Project Cost after Discount		\$ 2,996,122.39

All Discounts valid if contract execution by November 28 , 2014 and equipment shipped, inventoried, and accepted by Nassau County prior to December 29, 2014.

Post Warranty:

System Upgrade Agreement II (SUA II) TDMA Adder (Annual)		\$3,000
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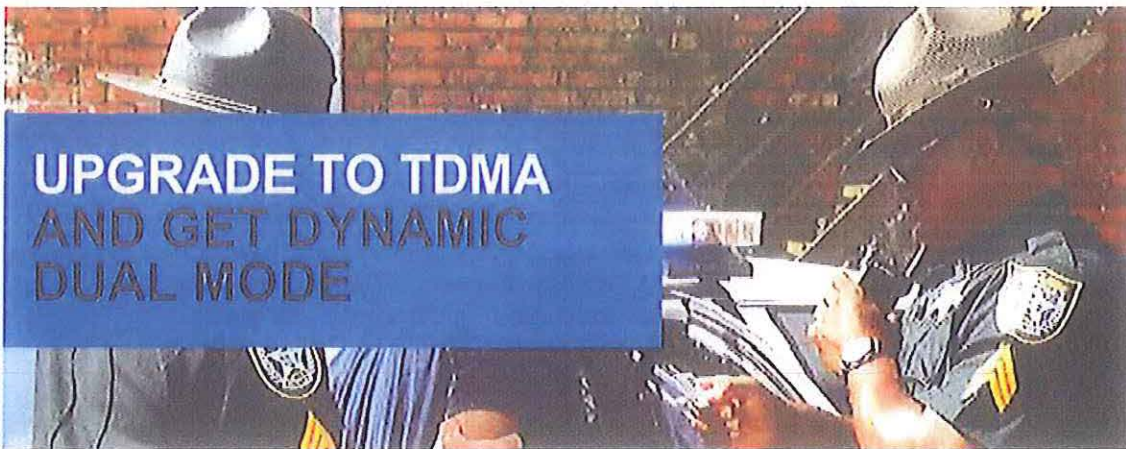
TIME TO SAVE 50% ON APX APPLICATION SOFTWARE

Whether you've had the chance to experience the mission-critical power of APX radios, or, if you've yet to try them out, you'll find that their superior audio quality and rugged construction come through loud and clear.

I'm writing today to let you know that it's your chance to **save 50% when you purchase selected APX application software** for both new radio purchases or upgrades to your existing radios. Savings are available for:

- AES/DES Encryption
- ASTRO P25 Over The Air Rekeying (OTAR) with Multikey
- Multikey
- GPS Operation
- Integrated Voice & Data (IV&D)
- Bluetooth
- Man-down
- TDMA

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Every day, the need to interoperate with other agencies to support your emergency response efforts becomes greater. And as demand increases for agencies to become more spectrum efficient, I know that you're constantly challenged to keep your system current.

By migrating your system to TDMA, you can double your voice capacity, increase interoperability and experience unprecedented benefits to help you do more within your existing spectrum. That's why I don't want you to miss out on a special, limited offer to upgrade to TDMA – and receive Dynamic Dual Mode at no additional cost.

THROUGH 2014, MIGRATE TO TDMA AND RECEIVE:

- Increased voice capacity and grade of service
- More channel capacity and data capabilities
- Easier interoperability with FDMA users, sites or systems

WITH THE DYNAMIC DUAL MODE OPTION, YOU CAN:

- Ensure seamless FDMA/TDMA interoperability without user/network operator intervention
- Fulfill user needs with automatic station assignment functionality
- Maintain security with end-to-end encryption
- Avoid tracking and patching users together depending on the spectrum used
- Benefit from extended talk time with prolonged battery life

OFFER DETAILS:

Applies to migrating customers and/or shipments within 2014.

RESOURCES

[P25 TDMA with Dynamic Dual Mode Solution Brief →](#)

Promotion runs through November 28, 2014.

Applies to new orders received, booked and shipped by December 31, 2014.

Offer good only in US and Canada. Void where prohibited.

Existing discount structures with the customer can still apply.

Offer is applicable to customers via direct and MR sales only.

Customer system must be capable of supporting TDMA: L or M Core,
at System Release 7.11 or later, and contain APX subscribers.

Customer system must not have any TDMA today.

6.2 LEASE AGREEMENT

Motorola Solutions has provided a Communications System Agreement and Exhibits on the following pages.



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**Communications System Agreement
Lease**

Motorola Solutions, Inc. ("Motorola") and Nassau County, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, 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 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola Lease Agreement
Exhibit C	Motorola's Proposal dated August 7, 2014
Exhibit D	"System Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- 2.2. "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.
- 2.3. "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. "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.
- 2.5. "Contract Price" means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.7. "Equipment" means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

- 2.9. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.11. "Non-Motorola Software" means Software that another party owns.
- 2.12. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. "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.
- 2.14. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. "Specifications" means the functionality and performance requirements that are described in Exhibit C.
- 2.16. "Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.
- 2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- 2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.
- 2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System, and perform its other contractual responsibilities, 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, Performance Schedule, or both, and will reflect the adjustment in a change order. 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, whichever occurs last.
- 3.4. **MAINTENANCE SERVICE.** 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 Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software subscription services.

Unless otherwise agreed by the parties in writing, the terms and conditions applicable to those maintenance, support or software subscription services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

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. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

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.

Section 4 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 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$2,996,122.00. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Motorola will pre-pay and add all freight charges to the invoices.

5.2. **TITLE, AND RISK OF LOSS; INVOICING AND SHIPPING.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in 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.

5.3. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: 96160 Nassau Place, Yulee, FL 32097

The Equipment will be shipped to the Customer at the following address (insert if this information is known): 96160 Nassau Place, Yulee, FL 32097

If different, the address which is the final destination where the Equipment will be delivered to Customer is: _____

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

Section 6 SITES AND SITE CONDITIONS

6.1. **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 work sites or vehicles identified in Exhibit C 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.

6.2. **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.

6.3. **SITE ISSUES.** If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, 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 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the 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 8 SYSTEM ACCEPTANCE

8.1. **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.

8.2. **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.

8.3. **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.

8.4 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.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. 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.

9.2. 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 within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. 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 SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola 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.

9.5. 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 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. That action will be the full extent of Motorola's liability for the warranty claim. 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.

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

9.7. 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 AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. 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 for a time period that is reasonable under the circumstances.

10.2. 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 11 DISPUTES

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

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

11.2. 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.

11.3. 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.

11.4. 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 of Florida. 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.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 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 12 DEFAULT AND TERMINATION

12.1 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.

12.2 FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, 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.

Section 13 INDEMNIFICATION

13.1. 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.

13.2. 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.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. 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.

13.3.2. 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.

13.3.3. 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.

13.3.4. This Section 13 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 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 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 services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, 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 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. 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.

15.1.2. 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.

15.1.3. 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.

15.2. 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.

Section 16 GENERAL

16.1. 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 twenty (20) 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.

16.2. 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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 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.

16.8 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 shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre,
Legal, Government Affairs & Communications
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196

Customer
Attn: Ted Selby, County Manager
96135 Nassau Place, Suite 1
YuLee, FL 32097

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

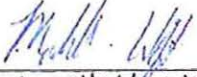
16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution 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.

16.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. 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. 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 by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support 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.

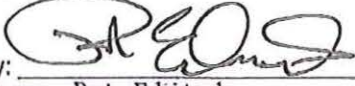
16.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.

By: 
Name: MARSHALL WRIGHT
Title: MSSI VICE PRESIDENT
Date: 11-11-14

Customer

By: 
Name: Pat Edwards
Title: Chairman
Date: 11-25-14

MES
11-26-14

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Nassau County ("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 Software and 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; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

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, backup, 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. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. 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. 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.

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 RSS 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 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

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. **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.

13.4. **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 of Florida. 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.

13.5. **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.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **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.

13.8. **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



November 12, 2014

Mr. Malt Graves
Nassau County
96135 Nassau Place
Yulee FL 32097

Dear Mr. Graves:

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 #23641 are valid for contracts that are executed and returned to Motorola on or before December 3, 2014. After 12/3/14, 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 Credit Corporation
Attn: Bill Stancik / 9th Floor
1303 E. Algonquin Rd
Schaumburg, IL 60196

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

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', with a long horizontal line extending to the right.

MOTOROLA CREDIT CORPORATION
Bill Stancik

SECTION 7

LITERATURE

Motorola Solutions has provided key literature on the following pages.

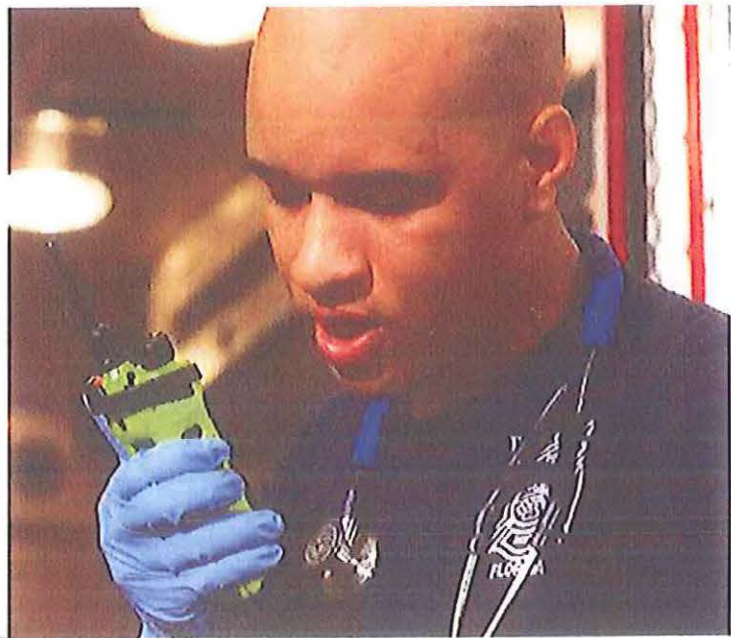


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**ASTRO® 25
TWO-WAY RADIOS
AT A GLANCE
SAFETY REDEFINED**





YOU ARE READY FOR THE NEXT CALL. WITH APX™, SO IS YOUR RADIO.

In an emergency, other first responders may be a few feet or several miles away. When every second counts, you need a radio you can rely on to get the job done. Since coordinating response and protecting lives is at the heart of every mission, every two-way radio transmission is crucial. Every radio has one job and one job only: to keep you safe.

ASTRO 25 is the leading Project (P25) standards-based system used by over 11,000 agencies around the world. With uncompromising real-world performance and legendary Motorola reliability, the ASTRO 25 solution continues to evolve, adding practical innovations and performance-driven capabilities that enable government agencies to protect the communities they work in and support neighboring communities through interoperability.

The APX P25 two-way radio series redefines safety in communication. APX puts the right device into the hands of the right user. Every feature and function is designed with its users in mind – from the rugged, easy to operate design to the loudest, clearest audio. The result is the ability to keep your people and community safer than ever before.



THE WORLD'S LEADING P25 PLATFORM

IMMEDIATE AND ASSURED VOICE IN AN EMERGENCY

When the emergency is critical, a call for help must get through. Motorola's ASTRO 25 system is a dedicated, communication system optimized to make sure the voice call gets through even during times of peak demand.

ACCESSIBILITY IN CHALLENGING ENVIRONMENTS

Tunnels, high rises and sub-basements create unique challenges for wireless communications, but ASTRO 25 is optimized to handle them. We offer unique solutions to minimize interference in specific environments.

RELIABLE VOICE AND DATA INTEGRATED AS ONE

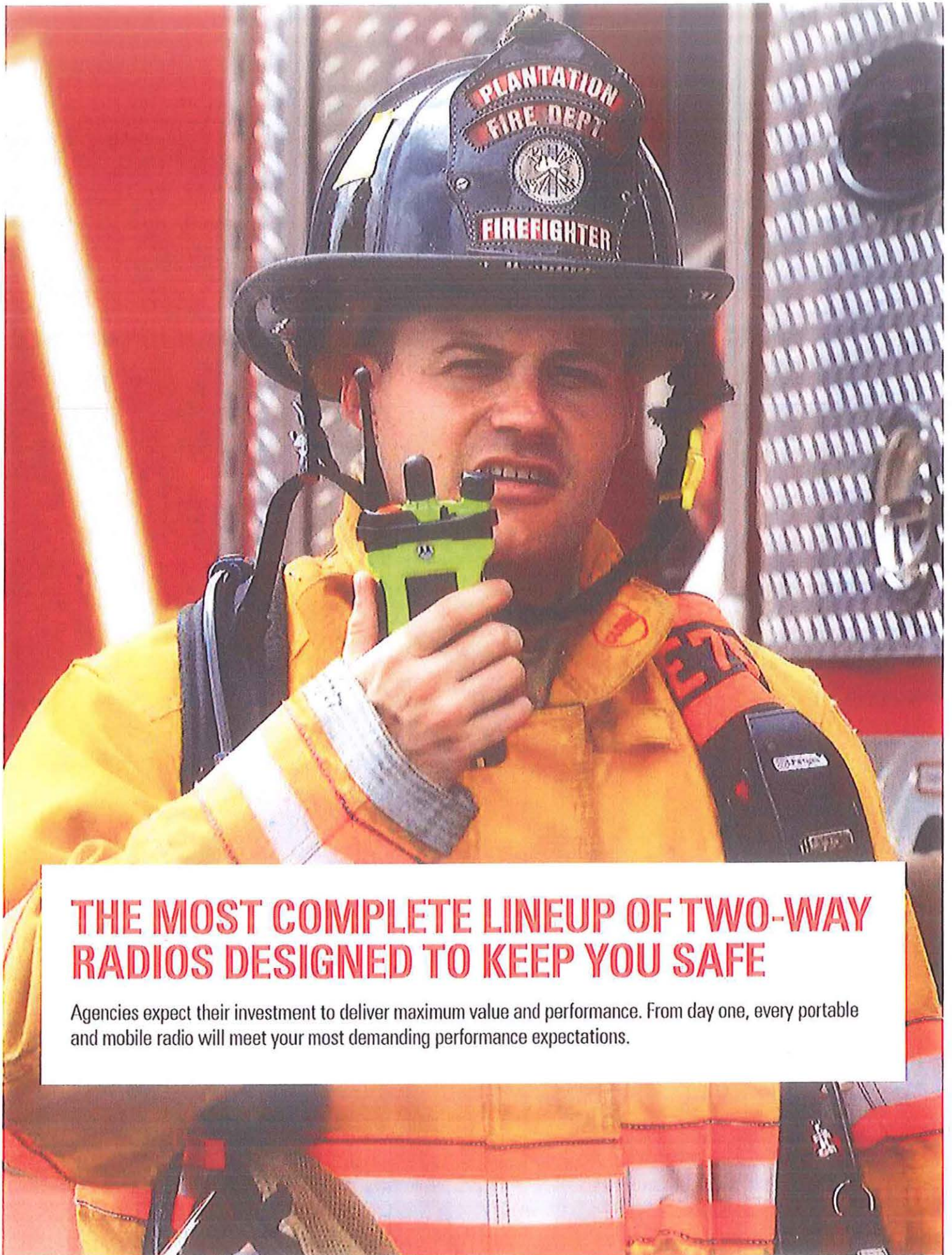
Expanding your data usage while maintaining mission critical voice, ASTRO 25 provides reliable, always-available communications so multiple agencies can share voice and data communication simultaneously among their teams, deploy resources efficiently, maintain communication security and track personnel.

FUTURE READY PLATFORM

ASTRO 25 and APX radios are flexible and future- ready, adapting to your communications needs and evolving to support new technologies and applications, so you can be ready for the next call the moment it happens.

INTEROPERABILITY ON DEMAND






A variety of our APX radios work across P25 systems and digital and analog networks to achieve true interoperability. Some of these radios, such as the APX 7000/7500 offer not only this, but also the means to communicate seamlessly through any two frequency bands.







THE MOST COMPLETE LINEUP OF TWO-WAY RADIOS DESIGNED TO KEEP YOU SAFE

Agencies expect their investment to deliver maximum value and performance. From day one, every portable and mobile radio will meet your most demanding performance expectations.

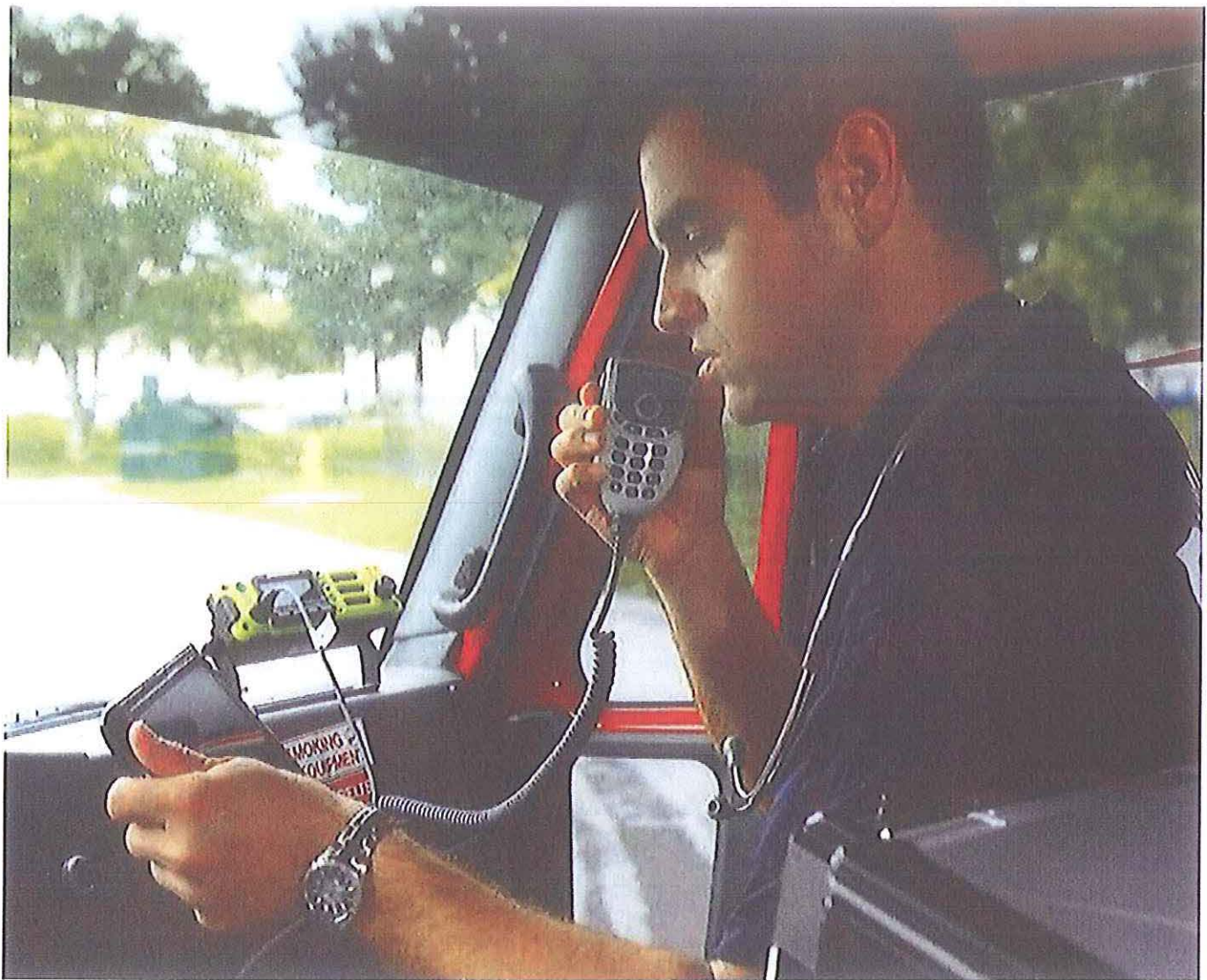
ASTRO 25 PORTABLES

<p>APX 7000L</p>		<p>The APX 7000L radio offers dual band interoperability in 800 MHz and VHF. Available in model 1.5 (top display only) and 3.5 (top and front display with full DTMF keypad) the APX 7000L offers backward and forward compatibility (FDMA and TDMA) with LTE supported applications such as, OTAR, POP25, Text Messaging, and GPS. The APX 7000L also provides the user with the ability to operate voice and data simultaneously. Contains a dual mic/speaker, noise suppression software, multi algorithm support, and Delta T heat and water immersion ruggedness.</p>
<p>APX 7000</p>		<p>Ideal solution for first responders, the APX 7000 radio offers dual band interoperability in one radio which can operate in any 2 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. Available in model 1.5 (top display only) and 3.5 (top and front display with full DTMF keypad) the APX 7000 offers backward and forward compatibility (FDMA and TDMA) with data functionality, P25 OTAR, POP25, integrated GPS, Mission Critical Wireless Bluetooth, Man Down sensor, dual mic/speaker, noise suppression software, multi algorithm support, and Delta T heat and water immersion ruggedness. Supports upgrade to APX 7000L. Intrinsic Safety certified.</p>
<p>APX 7000XE</p>		<p>The APX 7000XE radio offers dual band interoperability in one radio which can operate in any 2 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. Complete with an exaggerated control top and available in model 1.5 (top display only) and 3.5 (top and front display with full DTMF keypad) the APX 7000XE offers backward and forward compatibility (FDMA and TDMA) with data functionality, P25 OTAR, POP25, integrated GPS, Mission Critical Wireless Bluetooth, Man Down sensor, dual mic/speaker, noise suppression software, multi algorithm support and Delta T heat and water immersion ruggedness.</p>
<p>APX 6000</p>		<p>Created for the law enforcement markets, the APX 6000 radio offers single band interoperability in 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. Available in model 1.5 (top display only) 2.5 (top display and front display with limited keypad), and 3.5 (top and front display with full DTMF keypad) the APX 6000 offers backward and forward compatibility (FDMA and TDMA) with data functionality, P25 OTAR, POP25, integrated GPS, Mission Critical Wireless Bluetooth, Man Down sensor, dual mic/speaker noise suppression software, multi algorithm support, and Delta T heat and water immersion ruggedness. Intrinsic Safety certified.</p>
<p>APX 6000XE</p>		<p>Designed for fire and extreme environment markets, the APX 6000XE radio offers single band interoperability in 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. Complete with an exaggerated control top and available in model 1.5 (top display only) 2.5 (top display and front display with limited keypad), and 3.5 (top and front display with full DTMF keypad) the APX 6000XE offers backward and forward compatibility (FDMA and TDMA) with data functionality, P25 OTAR, POP25, integrated GPS, Mission Critical Wireless Bluetooth, Man Down sensor, dual mic/speaker, noise suppression software, multi algorithm support, and Delta T heat and water immersion ruggedness. Intrinsic Safety certified.</p>

ASTRO 25 PORTABLES

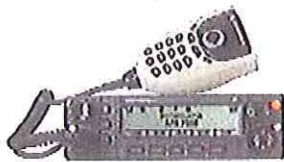
APX 4000		<p>Designed for the local government and public safety markets, the APX 4000 radio offers single band P25 functionality in 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, UHF Range 2, and 900 MHz. Available in model 2 (front display with limited keypad) and 3 (front display with full DTMF keypad) the APX 4000 offers backward and forward compatibility (FDMA and TDMA) with data functionality, POP25 integrated GPS, Mission Critical Wireless Bluetooth, Man Down sensor, dual microphone, noise suppression software, single algorithm support, and IP67 water immersion. Intrinsic Safety certified.</p>
APX 3000		<p>Designed and created for covert law enforcement operations, the APX 3000 radio offers single band interoperability in 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. Available in model 1 (no display) the APX 3000 offers backward and forward compatibility (FDMA and TDMA) with data functionality, POP25, integrated GPS, Mission Critical Wireless, Man Down sensor, and IP 67 water immersion. All audio capabilities are managed via mission critical wireless audio accessory kits. Intrinsic Safety certified.</p>
XTS 2500		<p>Complete solution for public safety, the XTS 2500 radio offers single band P25 interoperability in 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, UHF Range 2, and 900 MHz. Available in model 1 (no display), 1.5 (front display only), 2 (front display and limited keypad), and 3 (front display with full DTMF keypad) the XTS 2500 offers FDMA capability with data functionality, POP25, single algorithm support, and IP 67 water immersion. Intrinsic Safety certified.</p>
XTS 1500		<p>Simple and complete solution for local government, the XTS 1500 radio offers single band P25 functionality in 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, UHF Range 2, and 900 MHz. Available in model 1 (no display) and 1.5 (front display only) the XTS 1500 offers FDMA capability with data functionality, POP25, and IP 54 water resistance. Intrinsic Safety certified.</p>





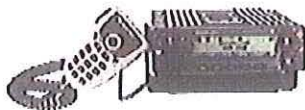
ASTRO 25 MOBILES

APX 7500



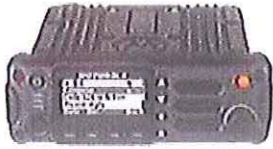
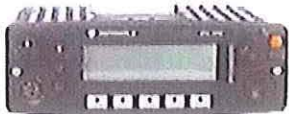

Complete and ideal mobile solution for first responders, the APX 7500 radio offers dual band interoperability in one radio which can operate in any 2 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. It provides backwards and forwards compatibility (FDMA and TDMA) and data functionality, P25 OTAR, POP25, intelligent lighting, multi-algorithm support, and integrated GPS. The APX 7500 offers a complete control head portfolio with 5 options, giving users the flexibility to choose the control head that best meets their operational needs.

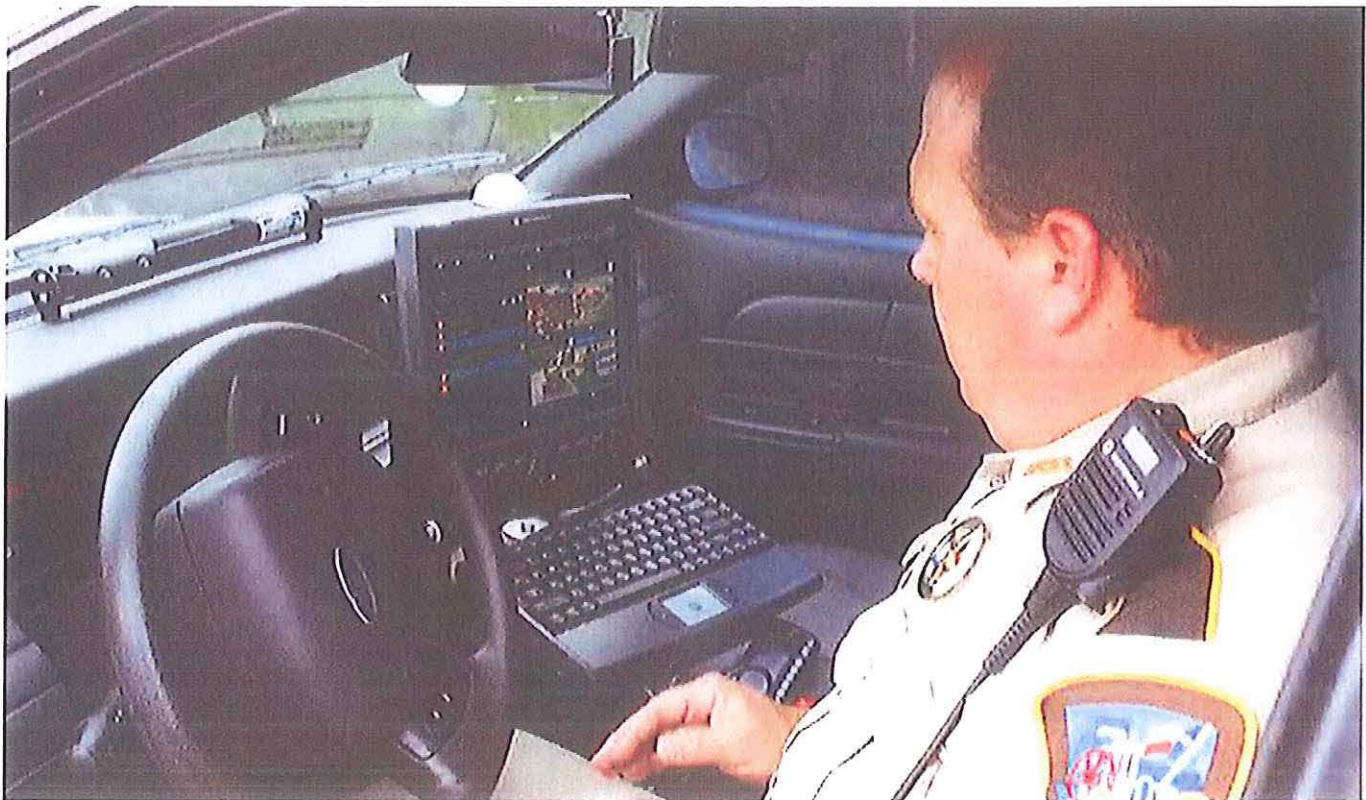
APX 6500








Complete solution for the mission critical first responders, the APX 6500 radio offers single band P25 interoperability in one radio which can operate in any 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, and UHF Range 2. It provides backwards and forwards compatibility (FDMA and TDMA) and data functionality, P25 OTAR, POP25, intelligent lighting, multi-algorithm support, and integrated GPS. The APX 6500 offers a complete control head portfolio with 4 options, as well as high and mid-power selections.

ASTRO 25 MOBILES

<p>APX 4500</p>		<p>Ideal solution for local government and public safety, the APX 4500 radio offers single band P25 capability in one radio which can operate in any 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, UHF Range 2, and 900 MHz. It provides backwards and forwards compatibility (FDMA and TDMA) and data functionality, POP25, intelligent lighting, single algorithm support, and integrated GPS. The APX 4500 offers compatibility with the O2 control head, availability in dash or remote mount, as well as mid and low-power selections.</p>
<p>XTL 2500</p>		<p>Created for public safety, the XTL 2500 radio offers single band P25 interoperability in one radio which can operate in any 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, UHF Range 2, and 900 MHz. It provides FDMA capability, data functionality, P25 OTAR, POP25, and dual-algorithm support. The XTL 2500 offers compatibility with the M5 control head, availability in dash, remote, and motorcycle mount, as well as high and mid-power selections.</p>
<p>XTL 1500</p>		<p>Created for public works and utilities markets, the XTL 1500 radio offers single band P25 interoperability in one radio which can operate in any 1 of the following frequency bands: 700/800 MHz, VHF, UHF Range 1, UHF Range 2, and 900 MHz. It provides FDMA capability, limited data functionality, and POP25. The XTL 1500 provides the Manta X control head, availability in dash mount only, as well as mid-power selections.</p>



ASTRO 25 CONTROL HEADS

02		<p>Compatible with APX 7500, 6500 and 4500. Provides XE ergonomics controls, multiple control head configuration with 02 and 07, motorcycle availability, multifunction control knob, intelligent lighting, with a built in 7.5 watt speaker.</p>
03		<p>Compatible with APX 7500 and 6500 radios. Contains full integrated DTMF keypad, hand-held control head with intuitive user interface, and large color display with intelligent lighting.</p>
05		<p>Compatible with APX 7500, 6500 and XTL 5000. Provides tri-color display with intelligent lighting support, compatible with keypad microphone, can configure up to 4 05 control head configurations, and available in motorcycle configuration.</p>
07		<p>Compatible with APX 7500 and 6500. Contains large color display with intelligent lighting, multiple control head configurations with 02 and 07, motorcycle configuration available, multifunction volume/channel knob, day/night mode, and available with Lighting and Siren Controls or DTMF keypad.</p>
09		<p>Compatible with APX 7500 and 6500. Contains an extra large full color display with intelligent lighting, integrated full size DTMF keypad, large programmable one-touch buttons, dedicated siren controls, integrated response selector, and day/night mode capability.</p>

ASTRO TWO-WAY PORTABLES

SELECT THE RIGHT PRODUCT TO ENSURE SAFETY AND RELIABILITY

Features	APX 7000L	APX 7000	APX 7000XE	APX 6000	APX 6000XE	APX 4000	XTS 2500	XTS 1500
Supported Frequencies								
VHF (136 - 174) Power Level 6W	●	●	●	●	●	●	●	●
UHFRI (380 - 470) Power Level 5W		●	●	●	●	●	●	●
UHFRI2 (450 - 520) Power level 6W		●	●	●	●	●	●	●
700/800 MHz (764 - 870) Power Level 3W	●	●	●	●	●	●	●	●
900 MHz (896 - 901, 935 - 940) Power Level 2.5W						●	●	●
Protocols and Systems Supported								
Multi-Band Capable	●	●	●					
Dynamic Dual Mode (FDMA/TDMA)	●	●	●	●	●	●		
Analog Conventional	●	●	●	●	●	●	●	●
P25 Phase I (FDMA) Conventional and Trunking	●	●	●	●	●	●	●	●
P25 Phase II (TDMA) Trunking	●	●	●	●	●	●		
Smart Net/Smart Zone Analog and Digital Trunking	●	●	●	●	●	●	●	●
3600 and 9600	●	●	●	●	●	900 MHz Only	●	●
MDC-1200 Analog Signaling	●	●	●	●	●	●	●	●
Standard Channels	3000	3000	3000	1000	1000	512	870	256
Encryption Capability								
Encryption Capability (Optional)	AES and DES	AES and DES	AES and DES	AES and DES	AES and DES	AES ONLY	AES or DES	
Multi-key	128	128	128	64	64	48	48	
ADP	●	●	●	●	●	●	●	
Radio Authentication	●	●	●	●	●	●	●	●
POP 25	●	●	●	●	●	●	●	●
P25 OTAR	●	●	●	●	●			
Applications								
Rugged	Std IP67, Delta T option	Std IP67, Delta T option	IS & Delta T Std	Std IP67, Delta T option	IS & Delta T Std	Standard IP67	Std IP54, IP67 optional	IP54
Models	1.5, 3.5	1.5, 3.5	1.5, 3.5	1.5, 2.5, 3.5	1.5, 2.5, 3.5	2 and 3	1, 1.5, 2, 3	1, 1.5
Colors	Black	Black, Yellow, Green	Black, Yellow, Green	Black, Yellow, Green	Black, Yellow, Green	Black	Black, Yellow	Black only
Color Sleeves/Stickers		Sleeves Only Red, Orange, Blue		Sleeves Only Red, Orange, Blue		Metallic Display Stickers only		
Mission Critical Wireless (Bluetooth)	●	●	●	●	●	●	●	
Option Board/Expanded Mem	●	●	●					
Mandown	●	●	●	●	●	●		
GPS	●	●	●	●	●	●	●	
Integrated Voice and Data	●	●	●	●	●	●	●	●
Enhanced Data	●	●	●	●	●	●		
Voice Announcement	●	●	●	●	●	●	●	●

ASTRO TWO-WAY MOBILES

SELECT THE RIGHT PRODUCT TO ENSURE SAFETY AND RELIABILITY

Features	APX 7500	APX 6500	APX 4500	XTL 2500	XTL 1500
Control Heads					
Control Heads	02, 03, 05, 07, 09	02, 03, 05, 07, 09	02	M5	Manta X
Max. # of Control Heads	4	2	1	2	1
Rugged (IP Rating)	IP54	IP54	IP54	IP54	IP54
Protocols and Systems Supported					
Multi-Band Capable	•				
Dynamic Dual Mode Capable (FDMA/TDMA)	•	•	•		
Analog Conventional	•	•	•	•	•
P25 Phase I (FDMA) Conventional and Trunking	•	•	•	•	•
P25 Phase II (TDMA) Trunking	•	•	•		
SmartNet/SmartZone Analog and Digital Trunk	•	•	•	•	•
3600 and 9600	•	•	3600 or 9600	•	
MDC-1200 Analog Signaling	•	•	•	•	•
Standard Channels	3000	1000	512	870	512
Mounting Options					
Dash Mount	•	•	•	•	•
Remote Mount	•	•	•	•	
Motorcycle	•			•	
Control Station	•	•	•		
Console	•				
Encryption Capability					
Encryption Capability (Optional)	AES and DES	AES and DES	AES Only	AES or DES	
Multi-key	128	64	48	48	48
ADP	•	•	•	•	•
POP 25	•	•	•	•	•
P25 OTAR	•	•			
Applications					
Integrated Voice and Data	•	•	•	•	
Enhanced Data	•	•	•		
Integrated GPS - Outdoor Location	•	•	•	•	
External Device - Outdoor Location				•	•
Radio Authentication	•	•	•	•	
Voice Announcement	•	•	•	•	

ADVANCED SOFTWARE FEATURES

INTELLIGENT LIGHTING – Uses color alerts to notify you of the radio mode, potential emergencies or specific events.

RADIO PROFILES – Radios can be configured to adjust audio level, lighting and tones through user selected or automated options. Whether on surveillance or working in bright sunlight, you can customize settings as needed.

EXTREME AUDIO PROFILE – Intelligent 2-microphone noise reduction software and the latest AMBE vocoder dynamically adjusts for changing high noise environments.

TEXT MESSAGING – Offers a freeform or canned messaging solution so you can efficiently and discreetly send and receive messages to and from subscribers or dispatch operators.

UNIFIED CALL LIST – Consolidates all call lists underneath one unified list so you can easily access all information associated with a particular contact.

VOICE ANNOUNCEMENT – Allows you to navigate through channels/talk-groups and zones in the radio while an audible, pre-recorded voice file provides a description of the selected channel or zone.

P25 TDMA CAPABLE – Provides twice the voice capacity, so you can add more users to your system without the need for additional frequencies or infrastructure.

MULTIBAND OPERATION – Multiple frequency bands supported with best-in-class transceiver specifications and performance.

SEAMLESS SCAN – Seamless scanning of multiple protocols including FDMA and TDMA systems and multiple RF bands.

ENHANCED DATA – Utilizing TDMA technology, this feature offers greater capacity and reliability of the slotting mechanism where fewer collisions occur.

SITE SELECTABLE ALERT – Continuous tones sent to alert sites of mining detonation activity, evacuation of sites, or vehicle stops.

ADVANCED HARDWARE FEATURES

GPS LOCATION – Integrated GPS receiver can transmit the outdoor location of an individual or vehicle to map-based location software.

MISSION CRITICAL WIRELESS – A unique Bluetooth® solution that provides an encrypted link to high performance accessories and applications to support different mission critical environments. Supports commercial off the shelf (COTS) and personal area network (PAN) devices.

MAN DOWN – Unique accelerometer that senses the physical position of the user to communicate updated information to incident command/dispatch. Contains an audible beech with a unique critical emergency tone that will repeat itself until the emergency is manually deactivated.

RADIO AUTHENTICATION – Providing an extra, secure level of verification every time a radio registers onto a system.

FUTURE READY

MEMORY – Equipped with 64 MB of industrial grade internal memory and a removable memory MicroSD card slot. The removable memory card allows future expandability for growing technology needs.

PROGRAMMING OVER PROJECT 25 – Motorola's POP25 solution allows subscriber radios to be programmed over the air via the ASTRO 25 systems while remaining in the field without interruption.



ASTRO 25 TWO-WAY RADIO APPLICATIONS

Highlighting the most reliable and efficient application solution for ASTRO subscriber radio products to meet each customer's need.

APX™ P25 PERSONNEL ACCOUNTABILITY

Created and designed for fire safety personnel and battalion officers, APX P25 Personnel Accountability is an integrated solution that provides a cohesive report and improves responder safety. A NIMS compliant based solution, APX Accountability allows for better roll call integration, integrated graphical user interface (GUI) and Personnel Accountability Report (PAR) timers based on when agencies arrive on scene and when key events have occurred on scene.

USER-FRIENDLY GUI

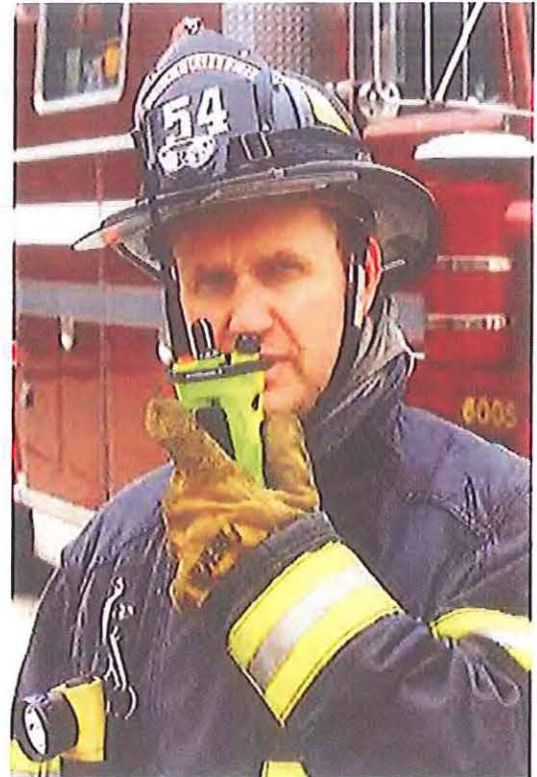
Partnering with Systems Definition Inc., we developed a new, streamlined GUI that integrates multiple tasks on a single screen. Now, incident commanders can manage all of their tasks – conducting roll call, monitoring PAR checks and issuing evacuation notifications – from the convenience of one user-friendly screen.

ROLL CALL ALERT

With advanced features such as roll-call accountability, you no longer have to acknowledge your status with a voice-based response. Simply open the roll call window from the laptop at incident command to initiate an accountability roll call. Each responder acknowledges the Incident Commander's request for PAR from their APX series portable radios; they simply press the PTT button to acknowledge. Incident command receives confirmation of who has acknowledged the roll call and a count of those yet to respond. As a result, they not only have better accountability of personnel but the solution significantly reduces cycle time on PAR checks throughout the incident.

MAN DOWN ALERT

An optional, automatic Man Down alert on APX series P25 portable two-way radios adds another valuable level of safety. The on-board accelerometer in the radio monitors an individual's movement and orientation. If a responder is motionless or in a horizontal position for a predetermined amount of time, the APX portable radio will automatically transmit an emergency alert, notifying incident command that the responder is in distress.



APX™ RADIO MANAGEMENT

The APX CPS Management application can program up to 16 radios at one time and track which radios have been successfully programmed, providing a clear view of the entire radio fleet and a codeplug history for each radio.

ACCESS AND SHARE CODEPLUGS

When codeplug updates occur, the radio codeplug database can be stored on a network server allowing remote programmers to access and program radios and share a codeplug template across multiple radios. Changes to codeplug templates can be automatically applied to all affected radios while radio programming jobs can be scheduled ahead of time giving you more flexibility and operational efficiency.

MINIMIZE DOWNTIME

Save time and fuel by programming radios either via a USB port on a local or remote PC, or with Over-the-Air-Programming (OTAP) on a Project 25 system. With USB programming, a Device Programmer application resides on a PC and you can connect up to 16 radios via a USB hub to expedite the programming. To read/write multiple radios through a single computer or USB hub, the radios must be programmed with a unique IP address the first time they are read/written.

No application knowledge or application interaction is necessary by the user to program a radio with the Device Programmer application. The user simply plugs the radio into a USB port and the application automatically reads and writes the updates from the server to the radio.

Radio Management batch programming of APX radios via OTAP can only occur with a Motorola ASTRO® 25 Project 25 system, which has voice priority over data, so a user's call, emergency notifications or critical communications will not be interrupted with OTAP. Should an OTAP session be interrupted with communications, programming will resume after the call without the need to restart, expediting the process.

APX™ BATTERY FLEET MANAGEMENT

A radio is only as good as the battery that powers it. So when a battery fails and communication is lost, it impacts every aspect of your organization from serving customers to saving lives. But monitoring and maintaining the status of a large fleet of batteries can be time-consuming, inefficient and potentially overwhelming.

That's why we created our proprietary IMPRES™ Battery Fleet Management technology. It saves you the guesswork, complexity and costs of managing hundreds even thousands of radio batteries and chargers wherever they're located, and make it easier for your employees to do their work safely and successfully.

HOW DOES IT WORK?

Our IMPRES Battery Fleet Management software automatically collects critical data from IMPRES batteries when they are inserted into an IMPRES charger including battery age, capacity, charge and recondition history, the dates manufactured and put into service. This software analyzes battery data and tells you how "healthy" a battery is and when it needs to be changed, so you can quickly and efficiently determine when to remove a poor-performing battery, purchase a new one or redeploy it to less demanding users, and even identify missing batteries.

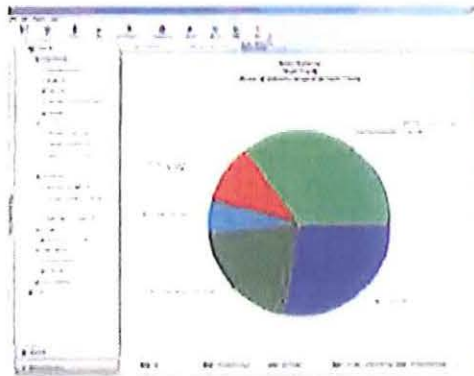
VIEW CURRENT REPORTS OR CREATE CUSTOM ONES

Use existing reports or customize new ones to see the most relevant information for your organization. Data is stored in your database and can be exported to an Excel file or printed. IMPRES Battery Fleet Management software records and organizes a variety of data so you can:

- See a status snapshot of your entire battery fleet
- Evaluate whether batteries are meeting your performance criteria
- Determine when batteries are nearing their end-of-life
- Decide exactly when to buy new batteries
- Get a lost battery report
- Optimize your charger utilization
- Monitor all devices in the system



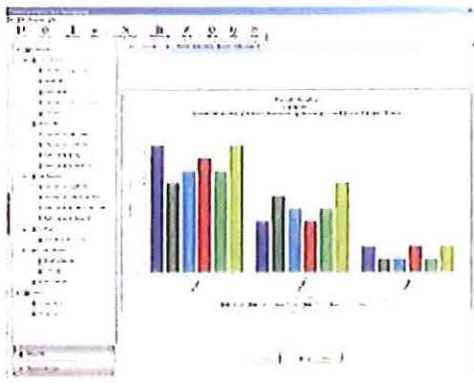
Active battery report



Batteries in use by radio family



Lost battery by location



Charger pocket utilization

IMPRES BATTERY FLEET MANAGEMENT DELIVERS BATTERY-CRITICAL INFORMATION

- Tells you when batteries are below an acceptable capacity
- Helps ensure users have enough capacity for a full work shift
- Alerts you to low capacity batteries so you can remove them
- Eliminates unexpected downtime and work interruptions
- Avoids the expense of throwing batteries away prematurely
- Confirms chargers are optimally distributed and used

EACH SOFTWARE LICENSE SUPPORTS:

- 1 System Administrator Server
- 19 Remote Clients
- 25 IMPRES Chargers or IMPRES Battery Readers per client
- 25,000 IMPRES Batteries (the total number of batteries for the entire system cannot exceed 25,000)



DIGITAL VEHICULAR REPEATER SYSTEM (DVRS)

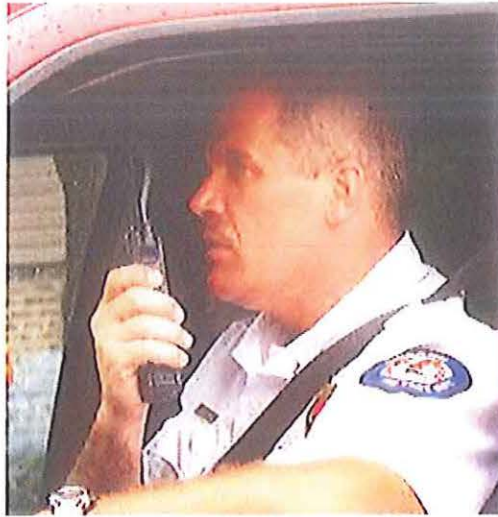
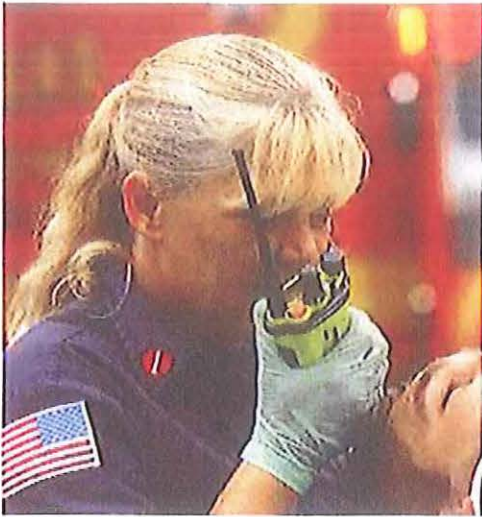
Digital Vehicular Repeater Systems (DVRS) from Futurecom is a radio system component that provides repeater capability between portable subscribers and RF base station infrastructure, extending radio coverage of your network.

Installed in the trunk of a car, fire truck, or other vehicles, the DVRS extends your ASTRO 25 network when portable users are outside of your vehicle, inside of a building or in any marginal coverage area. The DVRS also supports fixed mounting and is transportable.



FEATURES AND BENEFITS

- Flexible Coverage
- In-Band/Cross-Band
- Intelligent Activation
- End-to-End Encryption
- Portable ID Pass-Through
- Flash Upgradable
- Power Output 1-10W
- Compatible with XTL 5000, XLT 2500, APX 7500 and APX 6500 Remote Mount
- P25 Digital/Analog Operation
- Available in VHF, UHF, 700 MHz and 800 MHz



All specifications subject to change without notice. Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorolasolutions.com

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Cma201



Motorola Solutions Credit Company LLC
1303 E. Algonquin Rd. IL01-9th Floor
Schaumburg, IL 60196

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MOTOROLA SOLUTIONS

Nassau County
76347 Veterans Way Ste. 1010
Yulee, FL 32097
Attn: Chief Matt Graves

NOTICE OF ASSIGNMENT TO OBLIGOR

December 31, 2014

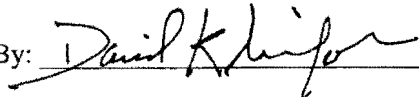
Motorola Solutions Credit Company LLC ("*Assignor*"), hereby gives notice of a transfer of assets from Assignor to SANTANDER LEASING LLC ("*Purchaser*") pursuant to which, among other things, Assignor assigned to Purchaser all of its interest in and to Equipment Lease Purchase No. 23641, dated as of November 25, 2014 (the "*Lease*"), including the payments due thereunder, by and between Assignor and Nassau County ("*Lessee*").

Purchaser's address is: SANTANDER LEASING LLC
3 Huntington Quadrangle, #101N
Melville, NY 11747

Motorola Solutions Credit Company LLC will continue to service the Lease. Thus, all payments and other amounts coming due pursuant to the Lease shall continue to be made to Motorola Solutions Credit Company LLC in the same manner as before.

*When remitting payments, please see attached document: Motorola Solutions Credit Co. LLC, Remit Instructions.

Motorola Solutions Credit Company LLC

By: 

Its: Vice President

15 JAN 27 PM 1:18

RECEIVED
MOTOROLA SOLUTIONS

Motorola Solutions Credit Co. LLC

Remit Instructions

Bank Wire Instructions:

Harris Trust and Savings Bank
111 W. Monroe St. Chicago, IL 60683
Routing/aba # 071-000-288
Account # 350-955-1
Account Name: Motorola Solutions Credit Co. LLC
Bank Phone# 312-461-3273

Regular Mail Instructions:

Motorola Solutions Credit Co. LLC
P.O. Box 71132
Chicago, IL 60694-1132

Overnight Mail Instructions:

Check Payable to Motorola Solutions Credit Co. LLC
Harris Bank
311 W. Monroe Street
Attn: Lockbox 71132, 7th Floor
Chicago, IL 60606

When remitting payment, please make check payable to Motorola Solutions Credit Co. LLC and include invoice number or if remitting by bank wire reference account name, lease number and send to the attention of Colleen Kassner.

Colleen Kassner
MSCC Finance
Motorola Solutions Credit Co. LLC
1303 E. Algonquin Rd. IL01-9th floor
Phone: 847-576-6314
Fax: 847-576-4768
Email: c.kassner@motorolasolutions.com