

**INTERLOCAL AGREEMENT
FOR INSURANCE OF MOTOROLA PUBLIC SAFETY RADIOS**

This Interlocal Agreement for Insurance of Motorola Public Safety Radios (hereafter "Agreement"), which becomes effective on the 25th day of November, 2014 (hereafter "Effective Date"), is made and entered into, by and between the SHERIFF OF NASSAU COUNTY, FLORIDA, a constitutional officer of the State of Florida, located at 76001 Bobby Moore Circle, Yulee, Florida 32097, (hereinafter "Sheriff") and NASSAU COUNTY, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, (hereinafter "County").

WHEREAS, the County desires and intends to engage Motorola Solutions, Inc. to procure public safety radios (both portable and vehicle mounted) and other communication equipment necessary to update and replace the countywide communications system in Nassau County;

WHEREAS, the County desires and intends to transfer exclusive possession and use of a portion of the public safety radios to Sheriff, said portion being identified in the price list attached hereto as Exhibit A, procured subsequent to the approval and execution of Contract No. CM 2201;

WHEREAS, the Sheriff is willing to accept transfer of a portion of public safety radios procured by County, upon the request of the County, to ensure Sheriff's interoperability with the County's various entities, agencies, units, and divisions and to permit Sheriff's continued oversight of all Nassau County E911 and police and fire rescue dispatch operations;

WHEREAS, the terms included within the Equipment Lease-Purchase Agreement included as Exhibit B of Contract No. CM2201 require the County to bear the Risk of Loss of the public safety radios (see Paragraph 12 therein) and to maintain fire, public liability and property damage insurance or self-insurance coverage (see Paragraph 13 therein, as amended); and

WHEREAS, the County desires for Sheriff to bear the risk of loss and to insure or self-insure the portion of public safety radios or communications equipment tendered to Sheriff by County for Sheriff's exclusive possession and use;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by Sheriff and County as having been given and received in full, the Sheriff and County intend to be legally bound and hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct, and are incorporated herein by reference as a material part of this Agreement.
2. **SHERIFF'S OBLIGATIONS.** Sheriff hereby agrees:
 - a. to secure, from a third party insurance carrier, fire, public liability and property damage insurance for all public safety radios and communications equipment

transferred to Sheriff by County, or to insure same through a self-insurance program meeting the self-insurance requirements set forth in Exhibit B attached hereto, by Motorola Solutions, Inc. its affiliates or designees;

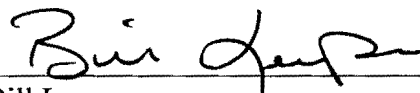
- b. to modify Sheriff's current Motorola public safety radio maintenance service contract to schedule and itemize all public safety radios transferred to Sheriff by County, to ensure adequate repair of radios damaged during ordinary operations of Sheriff; and
 - c. to submit a budget amendment to County for this fiscal year and submit in all future budgets a request for payment by County to Sheriff of any and all expenses incurred by Sheriff:
 - i. to procure third party insurance coverage for the public safety radios transferred to Sheriff, or
 - ii. to implement a self-insurance program for the public safety radios by itemizing in Sheriff's budget all reasonably expected costs necessary to replace radios damaged beyond repair or lost, or
 - iii. for any increased expenses resulting from the modification of Sheriff's current Motorola public safety radio maintenance contract.
3. **COUNTY'S OBLIGATIONS.** The County hereby agrees to provide funding to Sheriff in the form of an approved budget amendment to the Sheriff's current fiscal year budget, and to approve as a line item in Sheriff's future fiscal year budgets, sufficient funds necessary to enable Sheriff to secure insurance from a third party or establish a self-insurance program necessary to perform all obligations of Sheriff created under this Agreement or Contract No. CM 2201, and to continue and extend Sheriff's maintenance service agreement for public safety radios.
4. **EXECUTION OF AGREEMENT.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be duly filed with the Clerk of the Court of Nassau County before the Effective Date enumerated herein.
5. **LIABILITY.** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.
6. **ENTIRE AGREEMENT AND PRIOR UNDERSTANDINGS.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.

7. **CONSTRUCTION AND APPLICATION.** The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against either party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of both parties.
8. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
9. **AMENDMENT.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by both the Chairman of the Board of County Commissioners and Sheriff. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.
10. **TERMINATION.** This Agreement may be terminated by any party upon ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS INSTRUMENT FOR THE PURPOSE HEREIN EXPRESSED.

ATTEST:


NASSAU COUNTY SHERIFF'S OFFICE



Bill Leeper
Sheriff, Nassau County, Florida

Date: 11-25-14

For the use and reliance of Bill Leeper, Sheriff, Nassau County, Florida, only approval as to form and legal sufficiency:

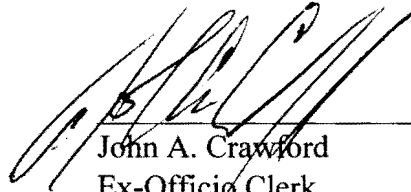


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

NASSAU BOARD OF COUNTY COMMISSIONERS



Pat Edwards, Chairman
Nassau Board of County Commissioners



John A. Crawford
Ex-Officio Clerk

Date: 11-25-14

MES
11-26-14

As authorized for execution by the Nassau Board of County Commissioners at its meeting on this 25th day of November 2014.

For the use and reliance of Nassau County, only approval as to form and legal sufficiency:



Mollie Garrett
Acting on behalf of the
County Attorney's Offices

EXHIBIT A

SECTION 6

PRICING

6.1 PRICING SUMMARY



EXHIBIT B

November 25, 2014

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

RE: Self-Insurance for a Schedule Number **23641** to that certain Equipment Lease Purchase Agreement Number **23641** dated the 25th day of November, 2014, by and between **NASSAU COUNTY** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and ensure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: Nassau County

By: 
Pat Edwards

Title: Chairman