OCEAN CITY-WRIGHT BOARD OF FIRE COMMISSIONERS

May 2, 2019

MEETING AGENDA

5:30 P.M.

TRAINING ROOM---OCEAN CITY-WRIGHT FIRE DEPARTMENT

Open to the Public

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Approve Agenda**
4. **Approval of the April 4, 2019 Regular Meeting Minutes**
5. **Public Comments**
6. **Acceptance of the March 31, 2019 Financials**
7. **Business:**
    - **A. Sole Source Approval of Motorola Radios -MARC Unit**
    - **B. Proprietary Approval of Motorola/MARC Unit Service Agreement**
    - **C. Appoint Committee-Bid Opening for Station 2 Driveway**
    - **D. Appoint Committee-Bid Opening for Vehicle Sales**
8. **Discussion**
    - **A. Mary Esther Update**
    - **B. NWFSC Fire Station Partnership Update**
    - **C. Status of Old Station 1**
    - **D. Traffic light Update**
9. **Adjournment**

Ocean City-Wright Fire Control District
Board of Fire Commissoners
Regular Meeting Minutes
April 4, 2019

Call to Order

The regular meeting of the Ocean City-Wright Board of Fire Commissioners was called to order by Chairman Aaron Brown at 5:30 P.M. in the training room of the Ocean City-Wright Fire Department.

Pledge of Allegiance

Roll Call

PRESENT: Chairman, Aaron Brown, Vice-Chairman, John Johnston; Secretary-Treasurer, Edward Tras; Commissioner, Donna Lambert; Commissioner, John Bostick; Fire Chief, Billy Lord; Finance Administrator, Jennifer Benedict; Attorney, Jeff McInnis.

Approval of Agenda

MOTION: Commissioner Lambert made the motion to approve the agenda.
SECOND: Secretary-Treasurer Tras
DISCUSSION: None
VOTE: Unanimously Approved

Approval of the March 7, 2019 Regular Meeting Minutes

MOTION: Vice-Chairman Johnston made the motion to approve the 3/7/2019 Regular meeting minutes.
SECOND: Commissioner Lambert
DISCUSSION: None
VOTE: Unanimously Approved

Public Comments

None.

Acceptance of the February 28, 2019 Financials

MOTION: Secretary-Treasurer Tras made the motion to approve the financials.
SECOND: Commissioner Bostick
DISCUSSION: None
VOTE: Unanimously Approved

Business

Sole Source approval for purchase of Truck 2 Generator

Chief Lord advised the board that the current generator is unable to be repaired and must be replaced. There are only 2 authorized Installers near us, South Florida & Alabama. Price quotes attached.

MOTION: Vice-Chairman Johnston made the motion to sole source purchase from Southeast Florida Emergency Vehicles.
SECOND: Secretary-Treasurer Tras
DISCUSSION: None
VOTE: Unanimously Approved

Discussion

Mary Esther Update

Chief Lord is still working with the City of Mary Esther on contract for services.

NWFSC Fire Station Partnership Update

HB 2017 going through committees for approval. Chief Bundrick in Tallahassee meeting with Legislators.

Status of Old Station 1

Chief Lord stated that Holloway Roofing will be repairing roof leak. No news regarding any offers.

Traffic Light at FH1 intersection

Vice-Chairman Johnston met with new DOT representative in Ponce De Leon. Hoping to hear approval on the next step April 8th.

ADJOURNMENT

Being no further business, the Ocean City-Wright Fire Control District Board of Fire Commissioners adjourned their regular meeting at 5:47 p.m.

_____	_____
Aaron Brown	Edward Tras
Chairman	Secretary-Treasurer

OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT
INCOME STATEMENT
FOR THE SIX MONTHS ENDING MARCH 31, 2019

	DESCRIPTION	CURRENT MONTH	ADOPTED BUDGET	YTD ACTIVITY	REMAINING BUDGET
2	**REVENUES**				
3	COUNTY TAXES - OCW	91,888.04	6,293,393.00	5,875,752.00	417,641.00
4	INTEREST EARNED	1,432.01	8,000.00	3,052.77	4,947.23
5	MISCELLANEOUS INCOME	156.63	5,000.00	1,388.04	3,611.96
6	FEDERAL GRANT REVENUE	59,239.63	381,616.00	128,560.63	253,055.37
7	STATE INCENTIVE	3,195.81	5,000.00	3,195.81	1,804.19
8	CONTRACTS REVENUE	0.00	38,000.00	14,000.00	24,000.00
9	INSPECTION FEES	0.00	1,500.00	525.00	975.00
10	PLAN REVIEW FEES	1,285.96	8,500.00	11,671.86	(3,171.86)
11	FEMA FEDERAL REVENUE	10,353.00	0.00	10,353.00	(10,353.00)
12	IMPACT FEE REVENUE	6,225.76	0.00	35,630.84	(35,630.84)
13	FEMA STATE REVENUE	45,366.37	0.00	45,366.37	(45,366.37)
14	STATE RETIREMENT CONTRIBUTIO	0.00	275,000.00	0.00	275,000.00
15	OTHER FINANCING SOURCES	0.00	490,000.00	0.00	490,000.00
16					
17	TOTAL REVENUES	219,143.21	7,506,009.00	6,129,496.32	1,376,512.68
18					
19	**EXPENSES**				
20	WAGES	206,291.95	2,874,800.00	1,340,852.07	1,533,947.93
21	FICA - EMPLOYERS PORTION	15,229.10	220,000.00	99,225.96	120,774.04
22	MEDICAL INSURANCE	30,759.63	621,480.00	198,487.61	422,992.39
23	DENTAL INSURANCE	1,931.55	23,520.00	8,865.38	14,654.62
24	LIFE INSURANCE	1,256.52	24,000.00	8,459.28	15,540.72
25	NRS RETIREMENT	2,811.36	34,000.00	16,993.30	17,006.70
26	STATE CONTRIBUTION EXPENSE	0.00	275,000.00	0.00	275,000.00
27	RETIREMENT - ER PORTION	69,526.20	1,021,530.00	481,304.59	540,225.41
28	NON SECTION 175 RETIREMENT	677.28	10,000.00	4,402.32	5,597.68
29	WORKERS COMP	9,215.50	137,600.00	60,365.00	77,235.00
30	VEHICLE & LIABILITY INSURANCE	10,178.51	95,000.00	49,530.27	45,469.73
31	WATER & SEWER	536.32	6,300.00	3,785.51	2,514.49
32	TELEPHONE	1,286.86	12,360.00	7,831.48	4,528.52
33	ELECTRIC	1,238.14	30,900.00	11,977.59	18,922.41
34	NATURAL GAS	251.29	3,090.00	1,776.97	1,313.03
35	REFUSE COLLECTION	304.26	3,606.00	1,861.40	1,744.60
36	BUNKER GEAR	8,616.00	30,000.00	20,289.98	9,710.02
37	OTHER MINOR EQUIP & SUPPLIES	10,688.91	57,300.00	19,468.05	37,831.95
38	ALS EXPENSES	3,340.00	9,900.00	3,707.31	6,192.69
39	GRANT EXPENSE-MATCHING	0.00	15,000.00	0.00	15,000.00
40	UNIFORMS	5,047.00	15,000.00	11,256.29	3,743.71
41	ADMINISTRATIVE SUPPLIES	(633.57)	5,000.00	2,053.27	2,946.73
42	COMPUTER EXPENSES	4,061.62	21,450.00	15,615.98	5,834.02

OCEAN CITY-WRIGHT FIRE CONTROL DISTRICT
INCOME STATEMENT
FOR THE SIX MONTHS ENDING MARCH 31, 2019

1	DESCRIPTION	CURRENT MONTH	ADOPTED BUDGET	YTD ACTIVITY	REMAINING BUDGET
43	M & R EQUIPMENT	5,315.13	37,100.00	14,554.12	22,545.88
44	M & R BUILDING	4,033.74	34,250.00	9,167.23	25,082.77
45	BUILDING SUPPLIES	743.74	8,000.00	4,523.35	3,476.65
46	M & R VEHICLE	9,876.52	80,000.00	81,726.59	(1,726.59)
47	FUEL & OIL	70.00	45,000.00	18,863.02	26,136.98
48	HAZMAT DUES	0.00	9,000.00	8,750.00	250.00
49	REIMBURSABLE GRANT EXPENSE	0.00	133,500.00	69,321.60	64,178.40
50	TRAINING	4,919.33	87,000.00	19,685.84	67,314.16
51	FIRE PREVENTION	0.00	5,000.00	1,372.41	3,627.59
52	PUBLIC OUTREACH	0.00	7,000.00	0.00	7,000.00
53	ADVERTISING	0.00	2,500.00	266.30	2,233.70
54	PROFESSIONAL SERVICES CONTRA(	5,687.37	125,500.00	38,277.82	87,222.18
55	PROPERTY APPRAISER	5,959.26	92,000.00	35,755.54	56,244.46
56	TAX COLLECTOR	1,837.77	125,868.00	117,582.16	8,285.84
57	MISC MEDICAL	788.00	13,000.00	7,613.26	5,386.74
58	MISCELLANEOUS	(291.50)	3,000.00	4,297.62	(1,297.62)
59	POSTAGE & SHIPPING	0.00	1,500.00	354.38	1,145.62
60	PUBLICATIONS	0.00	5,000.00	209.00	4,791.00
61	DUES & MEETING EXPENSE	(1,511.86)	9,700.00	6,108.71	3,591.29
62	ACCREDITATION	0.00	20,800.00	0.00	20,800.00
63	CENTRAL DISPATCH	477.00	6,500.00	2,907.00	3,593.00
64	VEHICLE/APPARATUS EXPENSE	0.00	727,500.00	712,932.70	14,567.30
65	GENERAL FUND	0.00	5,000.00	191.57	4,808.43
66	EQUIPMENT	0.00	214,455.00	0.00	214,455.00
67	LOAN INTEREST EXPENSE	0.00	116,063.00	0.00	116,063.00
68	STATION ARCHITECT	0.00	30,000.00	0.00	30,000.00
69	LOAN PAYABLE- PRINCIPAL	0.00	348,937.00	0.00	348,937.00
70	IMPROVEMENTS	0.00	41,000.00	0.00	41,000.00
71					
72	TOTAL EXPENSES	420,518.93	7,881,009.00	3,522,569.83	4,358,439.17
73					
74	NET INCOME (LOSS)	(201,375.72)	(375,000.00)	2,606,926.49	(2,981,926.49)

Ocean City-Wright Fire Control District

April 24, 2019

TO: Board of Fire Commissioners
RE: Sole Source Purchase of All Band Portable Radios and Associated Equipment

Over the past fourteen years, the District has supported and maintained a response capability known as the Mutual Aid Radio Cache (MARC) Unit which is an asset for deployment throughout the State of Florida. There are eight MARC Units which are strategically located within the State. These units are interoperable, allowing them to come together and operate as one large system if the need arises. All units are expected to be the backbone for communication within an area which has become a casualty to a terrorist event. The Federal Department of Homeland Security provided funding for this unit through the Florida Division of Emergency Management.

The portable radios for each MARC Unit are reaching end of life, meaning they will not be serviceable soon. The Domestic Security Coordination Group has plans to replace a small number of portable radios each year for the next five years. This will prevent a loss of service from the unit. Currently, Motorola radios are being used on all MARC Units statewide. To maintain interoperability and operational knowledge of the radios statewide, all units will be purchasing the Motorola APX 8000 All Band Portable Radio to replace existing radios.

While the APX 8000 is the newer model, it will operate in a similar manner as existing radios, allowing immediate integration with existing equipment. We will also be able to include these units into our future service agreements with Motorola Solutions.

Finally, by purchasing the Motorola APX 8000 radios, we will maintain a strong continuity of operations and interoperability statewide. Therefore, I am again asking the Board to approve the sole-source purchase with Motorola.

Respectfully Requested,

William Lord, Fire Chief

233 Racetrack Road, N.E., Fort Walton Beach, FL 32547, (850) 862-1185 Fax (850) 862-6224

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000005090
Contract Modifier: R01-FEB-19 00:20:49

Date: 23-APR-2019

Company Name: Ocean City Wright Fire Dept
Attn.:
Billing Address: 233 Racetrack Rd. N.E.
City, State, Zip Code: Fort Walton Beach, FL 32547
Customer Contact: William Lord, Fire Cheif
Phone:

P.O.#: N/A
Customer #: 1036466284
Bill to Tag#: 0001
Contract Start Date: 01-JUN-2019
Contract End Date: 31-MAY-2020
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV00S00153A	LOCAL DEVICE SUPPORT	$414.59	$4,975.08
	LSV00S00154A	LOCAL DEVICE SUPPORT	$37.80	$453.60
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$208.10	$2,497.20
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE-LEGACY	$38.62	$463.44
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	$257.62	$3,091.44
		Sub Total	$956.73	$11,480.76
		Taxes	$0.00	$0.00
		Grand Total	$956.73	$11,480.76

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

The XTS5000 and XTL5000 radios have previously reached end of support as of 12/31/2018. They will only be covered under commercially reasonable efforts.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

Subcontractor(s)	City	State
Mobile Communications Of North Florida, LLC	Fort Walton Beach	FL
Infrastructure Depot Operations IDO	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

James Parker | Customer Support Manager | 4/23/2019

MOTOROLA REPRESENTATIVE (SIGNATURE) | TITLE | DATE

JAMES PARKER | 904-832-6947

MOTOROLA REPRESENTATIVE (PRINT NAME) | PHONE

Company Name	:	Ocean City Wright Fire Dept
Contract Number	:	USC000005090
Contract Modifier	:	R01-FEB-19 00:20:49
Contract Start Date	:	01-JUN-2019
Contract End Date	:	31-MAY-2020

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a

written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. 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 OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations

required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. 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.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. 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.

Mobile Communications (850) 445-7584
Fort Walton Beach, FL (850) 575-9545
debbiegiles@callmc.com

11-Apr-19	Ocean City Wright Fire - MARC Unit	New Quote

MODEL #	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	1	5060-1000 ACU-M INTERCONNECT w/CASE & BATTERY BACK UP	$ 6,320.00	$ 6,320.00
		5961-291327-15 CABLE - MOTOROLA APX & XPR - ACU-1000/2000		
		5961-291130-15CABLE - ACU TO MOTOROLA - ACU-1000/2000		
				$ 6,320.00

To order, email copy of PO reflecting Mobile Communications as vendor to debbiegiles@callmc.com

Richard Shelby (850) 445-7584
Motorola Solutions, Inc (850) 575-9545
FEID - 361115800 debbiegiles@callmc.com

23-Apr-19	Ocean City Wright Fire - MARC Unit	New Quote

MODEL #	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	11	H91TGD9PW7AN APX8000 ALL BAND PORTABLE MODEL 3.5	$ 6,071.10	$ 66,782.10
		QA00583 BLUETOOTH SOFTWARE		
		Q947BH ENHANCED DATA		
		QA00782 GPS ACTIVATION		
		KT00026A01 ALL BAND ANTENNA		
		Q806 ADD: ASTRO DIGITAL CAI OPERATION		
		H38 ADD: SMARTZONE OPERATION		
		Q361 ADD: P25 9600 BAUD OPERATION		
		QA00580 ADD: TDMA OPERATION PHASE II 12.5KHZ		
		ADD: 3 YR SFS -STANDARD INCLUDED		
		Q52 FRONT PANEL PROGRAMMING		
		H869 ADD: MULTIKEY		
		Q629 ADD: AES ENCRYPTION		
		PMNN4439 CLAMSHELL BATTERY		
				$ 66,782.10

1. ***Aboved items priced pursuant to Broward County Contract R1422515R/P1. Pricing is valid through May 22, 2019.***
2. ***Customer responsible for programming.***