

Addendum to Motorola Solutions Customer Agreement

THIS ADDENDUM constitutes a part of the Motorola Solutions Customer Agreement (the “MCA”) entered into by and between Motorola Solutions, Inc. (“**Motorola**”), and the City of Eustis, a Florida Municipal Corporation (the “**City**”). This Addendum is incorporated into the MCA as if fully set forth therein and any conflict between the terms of this Addendum and the terms of the MCA shall be controlled by the terms of this Addendum.

The parties hereto agree that the following terms are hereby added and made part of the MCA:

1. **Consideration.** Motorola and the City hereby acknowledge that the mutual covenants, terms, and conditions of the MCA, as modified hereby, constitute good and valuable consideration.
2. **Governing Law.** This Addendum and all agreements between the parties, including the MCA, shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law principles that would require the application of any other law. Venue for any cause of action available to the parties under the law, including mediation, shall be in Lake County, Florida or, if a federal cause of action, in the Middle District of Florida.
3. **Non-Appropriation.** Notwithstanding anything contained herein to the contrary, the City shall make an annual appropriation and availability of sufficient funds, as determined in the City’s sole and absolute discretion, to pay for such goods and services. If the City determines the annual appropriation and availability of funds is insufficient to allow the City to fulfill its obligations hereunder, then (a) the City shall give immediate written notice to Motorola, (b) Motorola shall terminate the MCA at the end of the fiscal year for which the funds were appropriated without penalty or expense to the Customer of any kind whatsoever, except to the extent the Customer received a discount for a multi-year purchase., (c) the City shall remain obligated to pay for all previously requested or ordered goods and services that are actually delivered or provided to the City prior to the end of the fiscal year for which funds were appropriated, and (d) in no event shall the City’s failure to fully perform, if caused by insufficient annual appropriation or availability of funds, constitute a breach of the MCA or an event of default hereunder.
4. **Sovereign Immunity.** Notwithstanding anything to the contrary, nothing herein shall be construed as a waiver by the City of sovereign immunity or of any rights, privileges, or limits to liability existing under Section 768.28, Florida Statutes. Any liability on the part of the City hereunder shall be subject to its right to sovereign immunity and any other limitations provided to the City as a political subdivision of the State of Florida under applicable law. This paragraph shall survive the expiration or earlier termination of the MCA.
5. **Debarment.** Motorola hereby certifies that, to the best of its knowledge and belief, neither Motorola nor any of Motorola’s owners, principals, or officers (i) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency, (ii) are presently indicted or otherwise criminally charged with, or have, within the past five (5) years, been convicted of or had a civil judgment rendered against them for, commission of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, or (iii) have, within the

past five (5) years, had one or more public transactions (federal, state or local) terminated for cause or default. Motorola shall notify the City within thirty (30) days after the occurrence of any of the foregoing and the failure to do so shall constitute a material default by Motorola hereunder and shall give the City the option, but not the obligation, to immediately terminate the MCA without penalty. If the City elects to terminate the MCA, then Motorola shall be liable for all costs associated with the City securing the same services or products, including without limitation any increase in costs for the same services and products and the cost to solicit additional bids.

6. **E-Verify.** Motorola understands and acknowledges that, pursuant to Section 448.095, Florida Statutes, Motorola is a contractor subject to the following:
 - A. Pursuant to Section 448.095(2)(a), Florida Statutes, Motorola shall use the U.S. Department of Homeland Security's E-Verify system, available at <https://www.e-verify.gov/>, to verify the work authorization status of all employees hired during the term of the MCA.
 - B. If Motorola employs any subcontractors to perform the services or provide the products described herein, then Motorola shall require each subcontractor to also use the E-Verify system to verify the work authorization status of all employees hired by such subcontractor during the term of the MCA. In addition, each subcontractor shall provide Motorola with an affidavit stating they do not employ, contract with, or subcontract with any unauthorized aliens, as defined in Section 448.095(1)(k), Florida Statutes. Motorola shall keep and maintain said affidavit for the duration of the MCA and shall provide a copy to the City upon receipt.
 - C. Motorola shall provide evidence of compliance with Section 448.095, Florida Statutes, within fifteen (15) days after full execution of the MCA and thereafter as often as requested by the City. Satisfactory evidence of compliance with Section 448.095, Florida Statutes, includes without limitation written notice of Motorola's E-Verify number.
 - D. Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the MCA by Motorola and shall give the City the option, but not the obligation, to immediately terminate the MCA without penalty..
7. All documents and information between the parties are governed by Florida Public Records Law which establishes which information is confidential, exempt, or a public record.
8. **Public Records Retention.** To the extent doing so will not violate any federal law relating to confidentiality of records, Motorola shall comply with the Florida Public Records Law, Chapter 119, Florida Statutes by:
 - A. Keeping and maintaining all public records required by the City to perform the service.
 - B. Providing to the City, upon request from the City's Custodian of Records, a copy of any requested records or allowing such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowable under Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensuring all public records that are exempt or confidential and exempt from disclosure under Chapter 119, Florida Statutes, are not disclosed except as otherwise authorized by law for the duration of the MCA and following completion of the MCA if Motorola does not transfer the records to the City.
 - D. Upon completion of the MCA, either (1) transferring to the City, at no cost to the City, all public records in Motorola's possession and destroying any duplicate copies of public records that are exempt

or confidential and exempt from disclosure under Chapter 119, Florida Statutes, or (2) continuing to keep and maintain all public records required by the City to perform the service in accordance with all applicable requirements for retaining public records. All records stored electronically by Motorola must be provided to the City in a format that is compatible with the City's information technology systems.

Notwithstanding anything contained herein to the contrary, failure to comply with the above provisions shall constitute a default and material breach of the MCA by Motorola and shall give the City the option, but not the obligation, to immediately terminate the MCA without penalty.

MOTOROLA SHALL DIRECT ALL QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE MCA TO THE CITY'S CUSTODIAN OF RECORDS AT (352) 483-5430 OR CITYCLERK@EUSTIS.ORG OR 10 N. GROVE ST., EUSTIS, FL 32726.

9. Except as modified by this Addendum, all other terms of the MCA and all other agreements between the parties are hereby ratified and shall remain in full force. In the event of a conflict between the terms of this Addendum and the terms of the MCA and/or any other agreements between the parties, this Addendum controls and supersedes over any conflicting provision.

The Parties hereby enter into this Addendum as of the date of the last signature.

Motorola Solutions, Inc.

City of Eustis

By: _____

By: _____

Name: Rob Richardson

Name: _____

Title: Area Sales Manager

Title: Mayor

Date: _____

Date: _____