BAILMENT AGREEMENT
Contract No. _____

THIS BAILMENT AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and Motorola Solutions, Inc., hereinafter "Motorola" or "Bailor."

WITNESSETH

WHEREAS, the County desires to conduct performance tests on the property bailed hereunder; and

WHEREAS, Motorola wishes to bail such property to the County in accordance with the terms and conditions hereafter set forth; and

WHEREAS the bailment of such property is for the mutual benefit of the parties hereto.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

(1) Bailed Property: The property bailed hereunder is listed in the attached Schedule.

(2) Purpose of Bailment: The property bailed hereunder is furnished to the County for the purpose of performing certain performance tests at the location set forth in the attached Schedule.

(3) Delivery and Return of Bailed Property:

(a) The bailed property shall be delivered to the County location designated in the attached Schedule with transportation costs paid by the Bailor.

(b) The bailed property shall be returned to the Bailor at the Bailor's expense and addressed to the Bailor at the location designated in the attached Schedule, or at the option of the Bailor, may be picked up by the Bailor at the County location specified in the Schedule, or otherwise disposed of as authorized in writing by the Bailor. The bailed property shall be packaged for return shipment in accordance with packing requirements specified by the Bailor.

(c) The bailed property shall be returned by the County within five (5) working days after expiration of the bailment period.

(4) Cost: The bailment provided hereunder shall be at no cost to the County, and shall not be used as basis for any claim against the County, except as may be expressly provided herein.

(5) Title/Warranty: Bailor warrants that he/she is the owner of the bailed property. Title to such property shall at all times remain with the Bailor during the bailment. County shall

at all times keep the Products free from any legal process or encumbrance whatsoever and shall give Motorola immediate written notice thereof. EXCEPT FOR AS SET FORTH HEREIN, MOTOROLA MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED. MOTOROLA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA AND ITS SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF ITS OBLIGATIONS ARISING HEREUNDER OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF PROFITS OR LOSS OF BUSINESS.

(6) Period of Bailment: The bailment provided for hereunder shall commence upon the date of delivery of the bailed property to the County and shall continue for the period set forth in the Schedule. Such period may be extended by agreement of the parties. Notwithstanding the foregoing, such bailment period may be terminated or reduced at the option of either party at any time upon fifteen (15) days written notice to the other party, and such period may be further extended by mutual agreement between the parties hereto.

(7) Liability for Bailed Property: County shall: (i) use reasonable efforts to protect Products from damage, abuse or deterioration, other than normal wear and tear; and (ii) use the Products only in the regular course of Customer's business and within its normal capacity. County is strictly prohibited from making any modification, alteration, marking or addition; e.g., stickers, to the Products without the prior written consent of Motorola. Notwithstanding, all modifications, alterations or additions to the Products shall immediately become property of Motorola.__Motorola shall bear the risk of loss, theft, damage or destruction to the Products, unless such is caused by the negligence of the County; provided, however, that if the County is responsible for the loss under this section, the County shall not be liable for more than the actual replacement cost of the bailed property as identified in the attached Schedule.

(8) Responsibility for Personal Injuries and Property Damage: The County shall not be responsible for personal injuries or property damage incurred by the Bailor, its officers, directors, employees, agents or their invitees incident to the bailment or use of the bailed property if the injury or damage is caused by a defective or unsafe condition inherent in the equipment. The Bailor agrees to indemnify the County with respect to claims for any damage or injuries.

(9) Maintenance: It is contemplated that such property will be utilized by the County and maintained by the Bailor with responsible care.

(10) Subsequent Purchase: This bailment and the performance tests shall in no manner obligate the County to purchase the bailed property or items similar thereto, regardless of the success or failure of such tests.

(11) Disclosures: The County does not agree to safeguard and is not responsible for disclosures of any information or data embodied in or related to the bailed property, and

the Bailor agrees to indemnify the County against any claims based upon such disclosures. Confidentiality, if applicable, shall be subject to the provisions of the Florida Statutes.

(12) Reports: In consideration for this bailment, the County shall, upon request, furnish a report to the Bailor of the results of the tests performed upon the bailed property. The form and extent of such report shall be as determined by the County. The report, however, will avoid comparison of the bailed item with other commercial competing products. The Bailor agrees that it will not use the information contained in the report provided hereunder for advertising or sales purposes not will it use for advertising or sales purposes the fact that the County has selected its property for test purposes. Further, nothing in the report shall be construed as an endorsement by the County of the equipment so tested.

(13) Covenant Against Contingent Fees: The Bailor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Bailor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability or in its discretion to require the Bailor to pay to the County the full amount of such commission, percentage, brokerage, or contingent fee.

(14) Disputes: Except as otherwise provided in the contract, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the County Manager or designee, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Bailor.

(15) Manufacturer's Representative: If necessary, the Bailor will furnish at no cost to the County a representative to assist with installation, evaluation, operation, and training of personnel in operation of equipment.

(16) Connect County Radio System to Orange County's Radio System: The equipment and software described in the Schedule must be connected to Orange County's radio system to demonstrate the features and functionality of this new technology. By signing this Agreement, the County authorizes Motorola to connect the County's radio system to Orange County's radio system.

(17) Entire Agreement; Changes: This Agreement, the Equipment Detail Sheet, the Software License Agreement (attached and incorporated herein as Exhibit A), and any other attached documents that have been agreed upon by the parties, comprise the entire agreement between Motorola and County. The Agreement may not be altered, amended, modified, terminated or otherwise changed except in writing by an authorized representative of Motorola and a representative of Customer.

(18) Contractual Contents: This agreement consists of Clauses (1) through (18) and the Schedule attached herein.

BAILOR: Motorola Solutions, Inc.

BAILEE: Board of County Commissioners, Lake County, Florida

DELIVERY DATE: March 1, 2013

BAILMENT PERIOD: March 1, 2013 through September 30, 2013

REPLACEMENT VALUE OF BAILED PROPERTY: $415,250

This agreement, Contract No. _____ entered into as of _____, by and between the Board of County Commissioners, hereinafter referred to as the County, represented by the Manager, Purchasing and Contracts or his designee executing this agreement, and Motorola Solutions, Inc. hereafter referred to as the "Bailor".

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:

_____
(Bailor/Motorola Solutions, Inc.)

_____
(Address)

_____

_____
(Name and Title of Authorized Person to sign bailment agreements)

_____
(Signature)

Date: _____

COUNTY

LAKE COUNTY through its BOARD OF COUNTY COMMISSIONERS

ATTEST:

_____
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

_____
Leslie Campione
Chairman

This _____ day of _____, 2013.

Approved as to form and legality:

_____
Sanford Minkoff
County Attorney

SCHEDULE

1. See Clause (1). The following property is bailed hereunder:

ITEM	DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
SQM01SUM0227	ISGW Server Used for ISSI	1	$25,250	$25,250
TT1932	ISG 1000 Firewall 2Yr Support	1	$40,000	$40,000
UA00005AA	ISSI Automatic Roaming 10 Talkgroup Capacity License	1	$350,000	$350,000
			TOTAL =	**$415,250**

2. See Clause (2). The service test Location is: Lake County, FL

3. See Clause (3). The bailed property shall be shipped or delivered by the Bailor to: _____ Lake County, FL

   The bailed property shall be addressed for return to: Motorola Solutions, 1301 E. Algonquin Road, Schaumburg, IL 60196

4. See Clause (6). The duration of the bailment is 210 calendar days.

5. Contract Administration. The bailed property and this agreement shall be administered by the following individual

   NAME: Greg Holcomb

   DEPARTMENT: Department of Public Safety, Communications Technologies

   ADDRESS: 315 W. Main St., Suite #411, Tavares, FL 32778

   TELEPHONE: (352) 343-9458

   FAX: _____

Exhibit A

Software License Agreement

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. (“Motorola") and Lake County, FL (“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, back-

up, 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 shall be in accordance with the Maintenance Statement of Work set forth in the Primary Agreement (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 RESERVED

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; provided, however, that any such confidentiality provisions shall not supersede any disclosure required to be made under Florida law.

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 to which the Software is shipped if Licensee is a sovereign government entity or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. 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.