

**FOURTH AMENDMENT  
TO  
THE AGREEMENT  
BY AND BETWEEN  
SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY  
AND  
MOTOROLA SOLUTIONS, INC.**

This Fourth Amendment is entered into this 15<sup>th</sup> day of September 2016, by and between Scott J. Israel, as Sheriff of Broward County, Florida and Motorola Solutions, Inc.

**WHEREAS**, on or about September 12, 2013, the Parties entered into a Master Purchase Agreement; and

**WHEREAS**, on or about October 31, 2013, the parties entered into a First Amendment; and

**WHEREAS**, on or about September 24, 2014 the parties entered into a Second Amendment; and

**WHEREAS**, on or about August 6, 2015 the parties entered into a Third Amendment; and

**WHEREAS**, the Agreement and First Amendment and Second Amendment and Third Agreement are hereinafter collectively referred to as the "Agreement"; and

**WHEREAS**, BSO and MOTOROLA are now desirous of extending the term of the Agreement for one additional year after its scheduled termination date of September 30, 2016; and

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. The term of the Agreement is extended from October 1, 2016 through September 30, 2017.
3. All X Series radios discount is 15% off of Motorola's current Domestic User Price List.
4. MotoTRBO radios discount is 15% off of Motorola's current Domestic User Price List.
5. Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), MOTOROLA must comply with all applicable public records laws. Specifically, MOTOROLA shall:

- (a) Keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement.
- (b) Upon request from SHERIFF, SHERIFF's designee or SHERIFF'S custodian of public records, provide SHERIFF or designee with a copy of the requested records or allow the records to be inspected or copied, at SHERIFF or designee's sole option, within a reasonable time at no cost to SHERIFF.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the contract term and following completion of the contract if the MOTOROLA does not transfer the records to SHERIFF.

- (d) Upon completion of the contract, transfer, at no cost, to SHERIFF all public records in possession of MOTOROLA or keep and maintain public records required by SHERIFF to perform the services contracted for in this Agreement, at SHERIFF's sole option. If the MOTOROLA transfers all public records to SHERIFF upon completion of the contract, the MOTOROLA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the MOTOROLA keeps and maintains public records upon completion of the contract, the MOTOROLA shall meet all applicable requirements for retaining public records.
- (e) All public records stored electronically by the MOTOROLA pertaining to the services contracted for in this Agreement must be provided to SHERIFF, upon request from the SHERIFF, or SHERIFF's designee or SHERIFF'S custodian of records, designee, in a format that is compatible with the information technology systems of SHERIFF.

In the event MOTOROLA receives a public records request related to this Agreement and the services provided hereunder, MOTOROLA shall promptly forward the same to SHERIFF for SHERIFF'S records.

**IF THE MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: MARIE COYNE, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 321-4443 [Marie.Coyne@sheriff.org](mailto:Marie.Coyne@sheriff.org) OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE AT (954) 831-8920.**

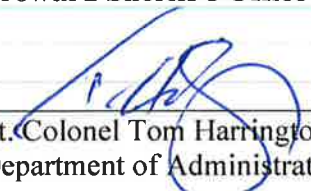
6. The parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the parties and may be used in lieu of the original Amendment for all purposes. Signatures of the parties transmitted by facsimile, e-mail or digital format shall be deemed to be their original signatures for all purposes

7. Except as modified herein, all remaining items and conditions of the Agreement, shall remain in full force and effect.

**FOURTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA AND MOTOROLA SOLUTIONS, INC.**

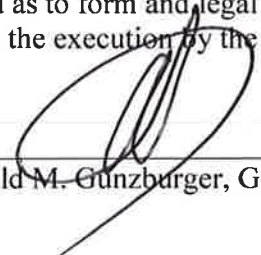

IN WITNESS WHEREOF, each of the parties hereto executes this Fourth Amendment through its duly authorized representatives as set forth below.

**Broward Sheriff's Office**

  
\_\_\_\_\_  
Lt. Colonel Tom Harrington  
Department of Administration

Date: 9-1-16

Approved as to form and legal sufficiency  
subject to the execution by the parties:

By:    
\_\_\_\_\_  
Ronald M. Gunzburger, General Counsel

Date: 083116

**Motorola Solutions, Inc.**

  
\_\_\_\_\_  
Randy Johnson, Authorized Representative

Date: 8-24-16