14

SINGLE SOURCE AWARD **BID # SS-11679-22**

Subject: Purchase of 1,331 APX NEXT Portable Radio Refresh for the Jacksonville Sheriff's Office

Department: Information Technologies Division

Description of Purchase:
Recommend approval to amend and increase the Single Source Award with Motorola Solutions, Inc. for the purchase of additional 883 APX NEXT Portable Radio Refresh Phase II for the Jacksonville Sheriff's Office. The purchase is part of the Refresh Plan to upgrade and replace the end-of-life portable radios currently in use. APX NEXT devices are Motorola's proprietary next-generation P25 platform for first responders to access and act on information while maintaining their focus in critical situations. The term of the agreement will remain the same until December 27, 2024, with three (3) one (1) year renewal options. The requested increase expenditure not to exceed $5,725,207.00. The revised total award expenditure not to exceed $13,719,819.00.

Funding Source: 11415.194094.564290.010349.00000000.00000.0000000, to be executed by formal contract amendment (City Contract #71516-22) through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $13,719,819.00 **Requisition #** FAIT-500179-23

Attachments: Agency Memo, Vendor Letter, Vendor Quote, Previous Award

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE
"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

City of Jacksonville, Florida

Lenny Curry, Mayor

Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

November 16, 2022

TO: Dustin L. Freeman, Chief of Procurement

VIA: Patrick "Joey" Greive
Director of Finance and Administration / CFO

Patrick Greive — Digitally signed by Patrick Greive Date: 2022.11.21 13:26:43 -05'00'

THRU: Kenneth E. Lathrop
Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2022.11.18 13:56:38 -05'00'

FROM: William Costa
Technology Infrastructure Manager

William Costa — Digitally signed by William Costa Date: 2022.11.18 11:44:42 -05'00'

SUBJECT: Request to Increase Single Source Award #11679-22 - Portable Radio Refresh Phase II

The Information Technologies Division (ITD) is requesting approval to amend the existing Single Source award to Motorola Solutions for the purchase of APX NEXT portable radios. The purchase represents Year 6 of a 6-Year Refresh Plan to upgrade and replace end-of-life radios currently in use. APX NEXT radios are Motorola's proprietary, next-generation P25 technology for first responders to access and act on information while maintaining their focus in critical situations. Phase II will continue the refresh of radios for JSO personnel.

ITD Management is requesting an increase of $5,725,207 for the purchase of 883 radios, to include licenses, programming, system integration services and training, for a total not-to-exceed amount $13,719,819.00.

The terms of the agreement shall be the same as the previous City Contract #71516-22. Upon award approval, a request for a contract amendment will be made through the Office of General Counsel.

Contract Purchase Agreement not-to-exceed amount: $13,719,819.00

FUNDING SOURCES: 11415.194094.564290.010349
11415.194094.531090.010349

Tracy Geake — Digitally signed by Tracy Geake Date: 2022.11.18 13:39:04 -05'00'

Attachments:
City Contract #71516-22
COJ JSO APX NEXT Phase 2 Proposal 11-08-2022

First Amendment COJ and MSI v.9.19.2022 MP

CC:
Alexander Ciprian, Radio Services Manager
William Costa, Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

MOTOROLA SOLUTIONS

November 1, 2022

Ken Lathrop, CIO
The City of Jacksonville
214 N. Hogan Street
Jacksonville, Florida 32202

Subject: State-Of-The-Art Technology for a Safe and Resilient Community

Dear Ken,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to continue to provide the City of Jacksonville a leadership position in Florida by providing your first responders with the APX NEXT™ technology. This is life-saving technology will continue to change the way your first responders operate for years to come. Our design includes:

- 883 APX NEXT radios for the Jacksonville Sheriff's Office
- RadioCentral® for device management
- PremierOne® CAD Mapping for Dispatch to display location data from Sheriff's Office APX NEXT subscribers
- CommandCentral Aware® Mapping for the RTCC to display location data from JSO APX NEXT subscribers

In response to your inquiry concerning alternate sourcing for the public safety enterprise network described above, these products are distributed to the end user exclusively through Motorola's direct sales force. These products are not available through the Motorola dealer/reseller network.

Motorola Solutions' proposal is conditional upon a negotiated amendment to City of Jacksonville's and Motorola's Communication Product Agreement Number 1468241, executed on December 28, 2021. The pricing contained herein will remain valid through December 16, 2022.

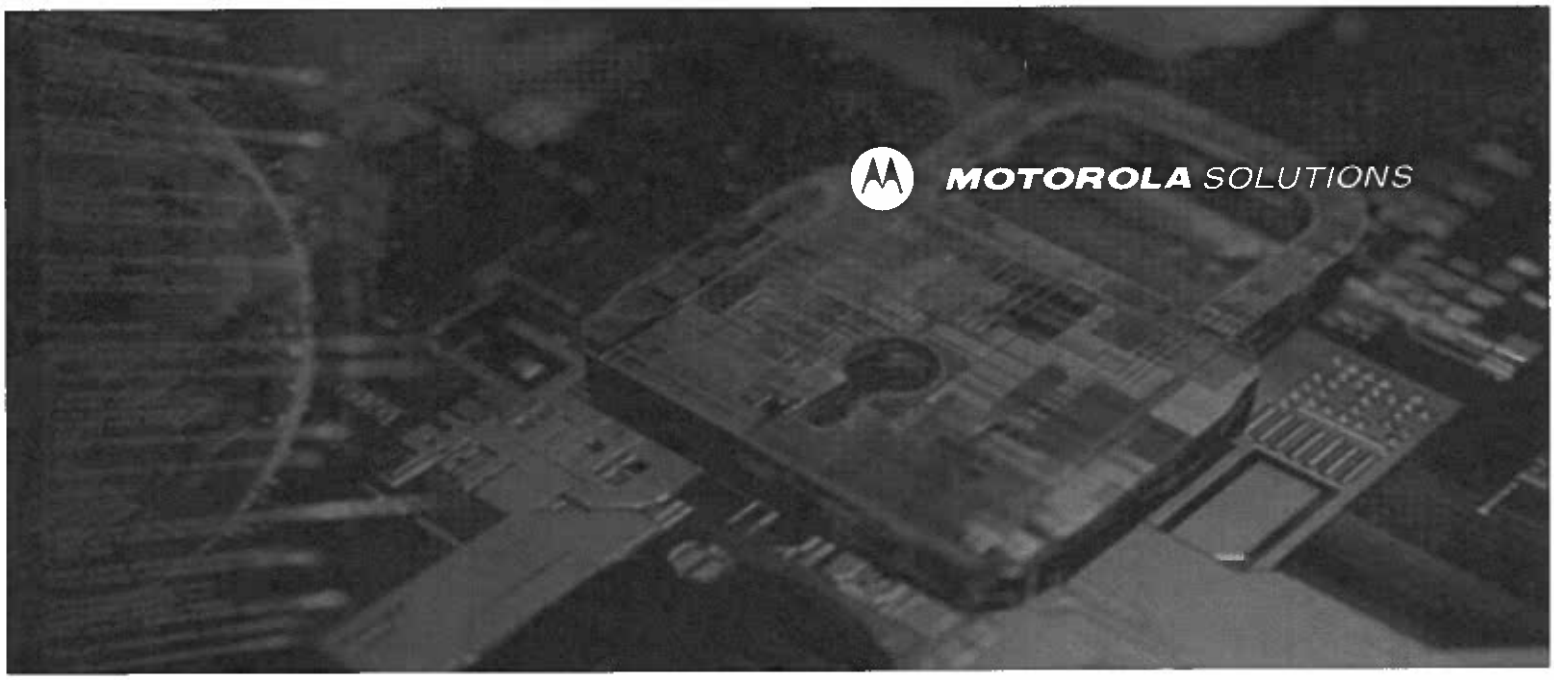
Any questions the City has regarding this proposal can be directed to Marie Ventura, Senior Account Manager, at 386-268-0314, or at marie.ventura@motorolasolutions.com. Our goal is to provide the City of Jacksonville with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution and to be of service to you now and in the year to come.

Sincerely,

Motorola Solutions, Inc.

Daniel Sanchez
MSSSI Area Vice President
Government & Public Safety
Florida

Use or disclosure of this proposal is subject to the restrictions on the cover page.
Motorola Solutions Confidential Restricted



Firm Priced Proposal

City of Jacksonville, Florida

State of the Art Technology for a Safe and Resilient Community

November 1, 2022

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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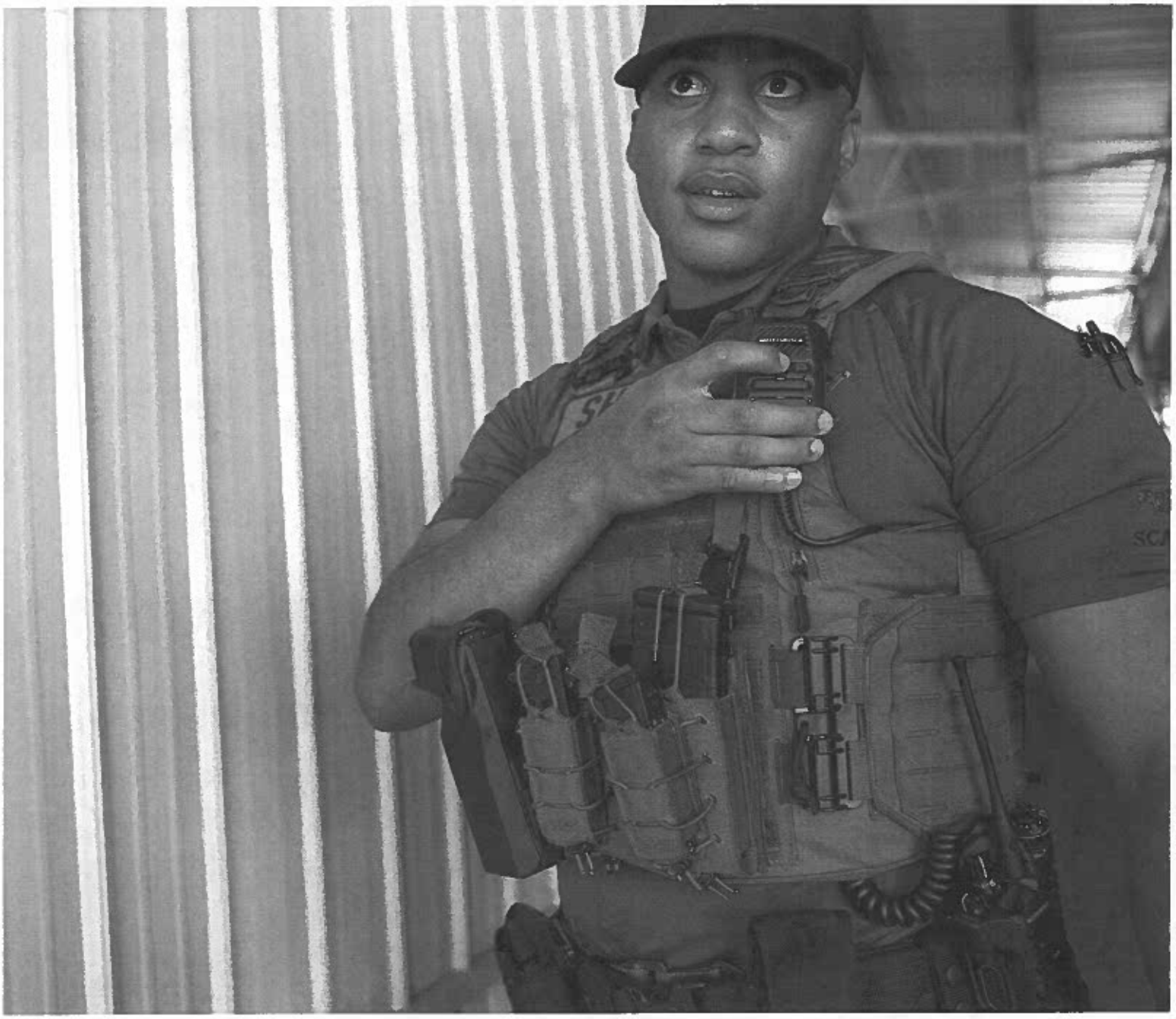

For a complete list of APX accessories, please visit
motorolasolutions.com/apx

MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 **motorolasolutions.com**

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XVP RSM SPECIFICATIONS

GENERAL

XVP850 Part Number with Channel Knob	PMMN4135 (Compatible with APX and APX NEXT)
XVP750 Part Number with Channel Knob	PMMN4141 (Compatible with APX N70)
XVP830 Part Number without Channel Knob	PMMN4136 (Compatible with APX and APX NEXT)
XVP730 Part Number without Channel Knob	PMMN4142 (Compatible with APX N70)
Dimensions (RSM Head only)	3.66 x 2.27 x 1.21 in (93 x 58 x 31 mm)
Weight (Total Kit)	PMMN4135 / PMMN4141: 10.05 oz. (285 g) PMMN4136 / PMMN4142: 10.23 (290 g)
Clip	360° Rotating Clip with D-Ring
Color	Black
Power Source	Radio Battery
Secondary Accessory Interfaces	3.5 mm Non-threaded
Intrinsically Safe	**Div 1** Class I (Groups C, D), Class II (Groups E, F, G), Class III **Div 2** Class I (Groups A, B, C, D), Class II (Groups F, G) Class III

MICROPHONE

Type	Beam Forming
Sensitivity	-42dBV Typical
Distortion (THD)	<5% wideband
Hot Microphone Feature	Yes
IMPRES™	Yes
Noise Cancellation	4 Microphone Adaptive Noise Suppression Algorithm
Windporting Microphone	Yes
Adaptive Audio Engine	Enabled through radio[1]

SPEAKER

Diameter	1.9 in (47 mm)
Speech Loudness @12 in (300mm)	105 Phon[2]
Distortion (THD)	<15%

CONTROLS

Top	Orange Emergency, Volume up/down, channel control (PMMN4135 / PMMN4141 only)
Side	PTT, 2 Programmable (1-dot, 2-dot)
Front	1 Programmable (3-dot ViQi)

[1] For more information on APX accessories, please visit: www.motorolasolutions.com/apx
[2] RSM loudness with legacy APX 6000 (AN) and SRX 2200 (AN) model is 101 Phon

The dedicated ViQi button[3] allows users to send voice commands from the RSM for simple radio control or run database queries and keep eyes up intelligence.

[3] ViQi Assistant must be installed in the radio in order to enable ViQi commands from RSM.

CABLE

Length	11 in (280 mm) Coiled Length
Flex Life	100k Cycles Minimum
Pull Strength	40 lbs (18.14 kg) Minimum
Cable Jacket	Thermoplastic polyurethane (TPU)

ENVIRONMENTAL

Operating Temperature	-30°C to +60°C (-22°F to +140°F)
Storage Temperature	-55°C to +85°C (-67°F to +185°F)
Mil Specs	MIL810H Method 506.4 (Rain), MIL810H Method 509.4 Procedure 1 (Salt Fog), MIL810H Method 510.4 Procedure 1 (Dust), MIL810H Method 514.5 Procedure 1 Category 24 (Vibration), MIL810H Method 516.5 Procedure 1 (Vibration)
ESD	IEC / EN 61000-4-2
IP Rating	IP68 (2 meters, 4 hours)
Impact Grill	1.25 in (31.75 mm) Diameter Steel Ball Drop
Work-When-Wet	Yes

SECONDARY AUDIO ACCESSORY

Kit Number	Description
PMLN8120	3.5mm Loud Receive Only Earpiece with Translucent Tube

REPLACEMENT PART

Kit Number	Description
PMLN8312	Low profile swivel clip with D-ring
PMLN8313	Channel knob
PMKN4260	Coil cord

COMPATIBLE RADIOS

PMMN4135 / PMMN4136	APX 6000, APX 6000XE, APX 8000, APX 8000XE, APX 8000H, APX 8000HXE, SRX 2200, APX NEXT, APX NEXT XE
PMMN4141 / PMMN4142	APX N70

COMPATIBLE RADIO FIRMWARE

APX Radios : R24.00.00 and beyond
APX N70 Radios : R01.00.00 and beyond
APX NEXT Radios: R03.20.00 and beyond

OPTIMIZED AUDIO STARTS WITH BETTER INPUTS

Four high dynamic range (HDR) microphones are arranged for all-round coverage, so communications are clear from every direction and different usage positions. The HDR microphone technology prevents loud speech from distorting, even when shouting in extreme noise environments. Four microphones arranged around the XVP allow for even better noise cancellation. The adaptive noise suppression tracks your voice and filters out surrounding background noise for superior clarity. As the noise environment changes, so will the XVP to adjust for maximum noise cancellation.

The arrangement of four HDR mics also provides a significant reduction of muffled audio over earlier RSM designs, no matter how you hold the XVP.

To take noise suppression even further, all HDR microphones are wind ported and placed behind our exclusively engineered housing to further redirect airflow and water drain. This mitigates any leftover wind noise.

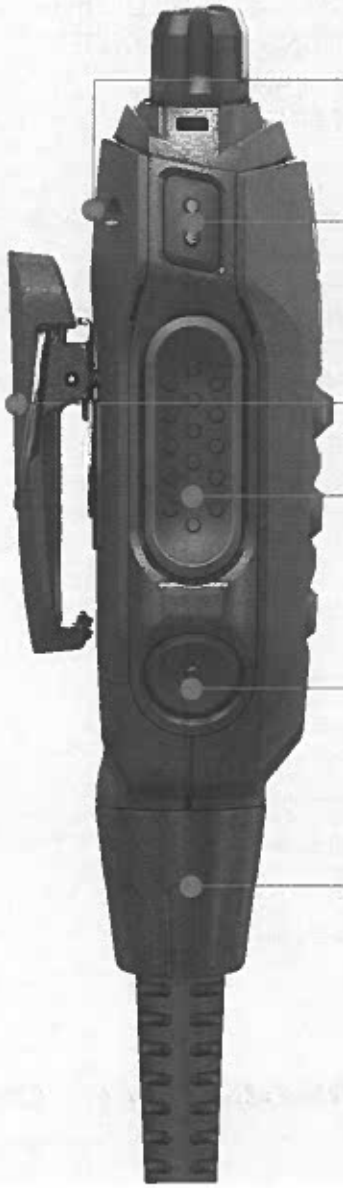
LOUD AND INTELLIGIBLE

The XVP RSM speaker has been specially engineered to improve speaker clarity while maintaining best in class loudness over previous RSM designs. At the highest volume, the RSM will maintain intelligible audio output to cut through the noisiest environments and maintain audio richness at mid to low volumes.

The XVP RSM enhances APX, APX N70 and APX NEXT series radios to engage the full features of the adaptive audio engine to dynamically optimize the radio's performance in the presence of background noise.* Adaptive microphone gain control and adaptive speaker equalization build upon the adaptive noise suppression and wind porting to provide the loudest, most intelligible audio in any environment, even at maximum volume.

The Algorithm in the XVP RSM allows for additional audio features enabled in the radio to be used through the RSM, such as Receive Volume Leveling in APX NEXT and APX N70 series radios. Set the volume once. The radio will adjust the RSM volume based on the power of the received audio of loud or soft talkers.

XVP RSM BUTTON CONFIGURATION



*Available without channel knob

XVP REMOTE SPEAKER MICROPHONE

MAXIMIZE YOUR MISSION CRITICAL VOICE TECHNOLOGY

THE XVP RSM UTILIZES AN ENHANCED END-TO-END AUDIO DESIGN FOR INCREASED CLARITY THAT ENABLES MORE INTELLIGIBLE COMMUNICATIONS IN THE LOUDEST ENVIRONMENTS AND SPEAKING FROM ANY DIRECTION.

DETAILS

The mission critical Xtreme Voice Plus XVP Remote Speaker Microphone delivers the clearest and loudest audio communications in a sleek, compact package. Built to work as a system, the XVP RSM leverages your APX™, APX N70 or APX NEXT radio audio capabilities to strengthen the most important thread of your lifeline: ultra-clear voice communications. So no matter where you are or how you speak, you can be confident that, for every message, you'll hear and be heard clearly.

In dynamic, high-stakes conditions, nothing outperforms the immediacy of voice communications. To be most effective, experience optimal audio performance with the XVP RSM when compared to standard single or dual mic RSM designs.

KEY FEATURES

- Loudest, clearest speaker
- **Multi-mic capability:** four high dynamic range microphones
- Advanced windporting
- Adaptive noise suppression
- Intrinsically safe, Div 1 certified
- Enhanced ergonomic design

MOTOROLA SOLUTIONS

MANAGED AND SUPPORT SERVICES

ACHIEVE MISSION CRITICAL PERFORMANCE

Rely on us to help you achieve your performance targets with the right service level you need for systems, devices and applications. Each package provides a higher level of support, transferring the risk and responsibility to Motorola Solutions.

Motorola Solutions provides a range of service capabilities, including:

MYVIEW
A web-based platform that gives you a transparent, single source view of fleet status and service delivery information to help make smarter, faster and more proactive decisions.

TECHNICAL SUPPORT
Industry certified technical engineers can troubleshoot and provide prompt resolution to any technical issues, whether on-site dispatch or remote.

HARDWARE REPAIR AND SOFTWARE MAINTENANCE
Ensure continuous security, performance and enhanced functionality of your two-way radios by getting access to APX NEXT certified and tested release software updates and upgrades and protect your radios from normal wear and tear.

ACCIDENTAL DAMAGE
Radios are protected from accidental breakage or liquid spills and physical damage. With state-of-the-art diagnostic equipment all of your agency's radio components are protected in the event of an unexpected failure and are back in operation as soon as possible.

DEVICE PROGRAMMING
APX NEXT includes Customer Programming Software (CPS) for one-at-a-time programming. We can enable batch programming for radios with centralized management to dramatically reduce the time and resources needed to provision and update your radio fleet.

As an add-on service, our technical teams can help you provision and program your fleet of radios on-site and train your staff on the radio fleet commissioning and management.

PREVENTIVE MAINTENANCE
Our certified technicians conduct annual maintenance checks to help extend the useful life of your radios, reducing repair and replacement costs.

PROTECT YOUR FOCUS WHEN IT MATTERS MOST

For more information, please visit
motorolasolutions.com/apxnext

MOTOROLA SOLUTIONS

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ACCESSORIES

EXPAND AND CUSTOMIZE YOUR RADIO'S FUNCTIONALITY WITH BEST-IN-CLASS ACCESSORIES.

AUDIO

HEAR AND BE HEARD LIKE NEVER BEFORE

XV Remote Speaker Microphone

PMMN4145

- Loudest, clearest speaker
- Four digital microphones
- Enhanced windporting
- New adaptive noise suppression
- Dedicated ViQi button

ANTENNAS

DESIGNED FOR WEARABILITY

7/800 MHz Stubby Antenna 65 mm (760-870 MHz)

AN000296A01

Whip All-band Antenna 200 mm (V,U,7/800 MHz)

AN000297A01

Colored antenna ID bands are available for easy customization and come in packs of 10.

- 32012144001 Gray
- 32012144002 Yellow
- 32012144003 Green
- 32012144004 Blue
- 32012144005 Purple

CARRY

SECURE, EASY ACCESS

Classic Holster

PMLN7947

Hybrid Leather Carry Case

PMLN7948
Standard Capacity

PMLN7964
High Capacity

ENERGY

MAXIMIZED POWER, LIFE AND MANAGEMENT

IMPRES 2 Multi-Unit Charger

NNTN9115

IMPRES 2 Single-Unit Charger

NNTN9199

IMPRES 2 Standard Capacity Battery

NNTN9126
4400 mAh

NNTN9127
4400 mAh UL Div 2 (see footnote 4)

IMPRES 2 High Capacity Battery

NNTN9089
5650 mAh

NNTN9090
5650 mAh UL Div 2 (see footnote 4)

For a complete list of accessories, please visit **motorolasolutions.com/apxnext**

ENVIRONMENTAL AND REGULATORY

MIL-STD 810

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G/H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1, C3	503.3	I/A1, C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.3	IV	516.4	IV	516.5	IV	516.6	IV

ENVIRONMENTAL

	Footnote	
Operating Temperature	6	-30 to +60 °C (-22 to +140 °F)
Storage Temperature	6	-40 to +85 °C (-40 to +185 °F)
Humidity		Per MIL-STD 810
ESD		IEC 801 - 2 kV
Dust Resistance		IP6X
Water Resistance (Submersion)		IPX8 (2 meters, 4 hours) MIL-STD Delta-T, 512 X Procedure 1

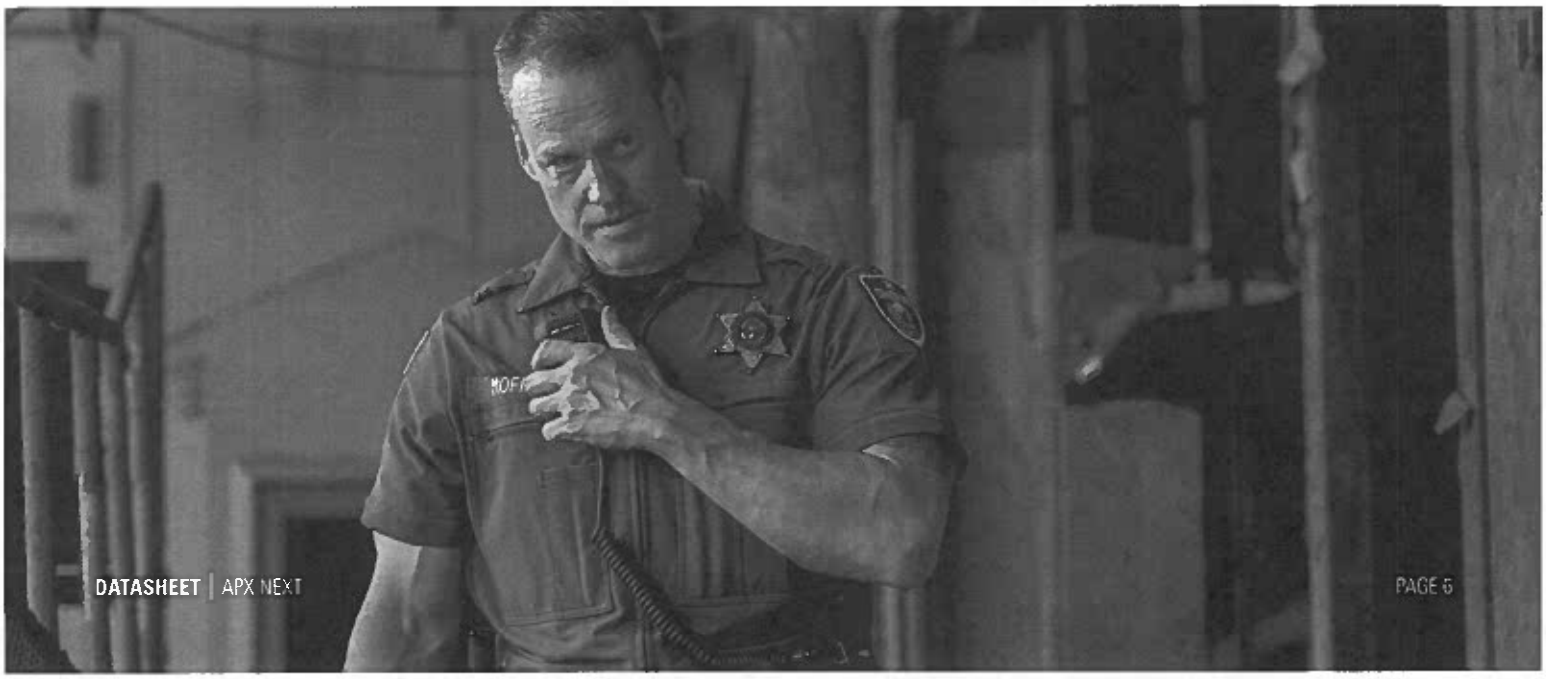
REGULATORY

FCC ID	AZ489FT7119
IC ID	109U-89FT7119
LMR	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E
Bluetooth	1M18G1D, 1M1F1D, 2M1F1D
WiFi	12M9G1D, 16M7D1D, 17M9D1D, 36M2D1D, 17M5D1D, 18M4D1D, 36M8D1D, 76M1D1D
LTE	Band 2 (1850.7 - 1900 MHz), Modulation: *G7D, *D7W Band 4 (1710.7 - 1745 MHz), Modulation: *G7D, *D7W Band 12 (699.7 - 711 MHz), Modulation: *G7D, *D7W Band 14 (790.5 - 793 MHz), Modulation: *G7D, *D7W
All-band Model Number	H55TGT9PW8AN
Single-band Model Number	H45TGT9PW8AN

FOOTNOTES:

1. Please refer to local regulations for available channel bandwidths
2. Measured conductively in analog mode per TIA / EIA 603 under nominal conditions, and at 1 W Rated Audio for Rx. Selectivity measured using the TIA-603 single-tone method
3. Measured conductively in digital mode per TIA / EIA IS 102
4. Listed by UL to non-incendive standards, UL 121201 and CAN/CSA C22.2 No. 213-17 as safe for use in Class I, Division 2, Groups A,B,C,D, Class II, Division 2, Groups F,G, Class III Hazardous Locations
5. Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength. Specs provided are 95th percentile values
6. LMR only. Front display, LTE, WiFi, Bluetooth and GPS not available when radio internal temperature is below -20 °C (-4 °F). Hi-capacity battery required for operation between -20 °C (-4 °F) and -30 °C (-22 °F). Batteries should be charged at 0 to +45 °C (+32 to +113 °F) and stored at +20 to +25 °C (+68 to +77 °F). Reference motorolasolutions.com/batterycare

All specifications are subject to change without notice. For full details consult product service manual, document no. MN005643A01



IMPRES™ 2 BATTERIES

	Footnote	Part No	Capacity	Availability
Standard	-	NNTN9216	4400 mAh	Included
High Capacity	-	NNTN9089	5650 mAh	Optional
Standard HazLoc	4	NNTN9217	4400 mAh	Optional
High Capacity HazLoc	4	NNTN9090	5650 mAh	Optional

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	1024 Keys, Programmable for 128 Common Key References (CKR) or 16 Physical Identifiers (PID)
Encryption Keying	Local Key Loader and Over-the-Air Rekeying (OTAR)
Synchronization	XL - Counter Addressing OFB - Output Feedback
Vector Generator	NIST-Approved Random Number Generator
Encryption Type	Digital and SecureNet, TLS1.2, SRTP
Key Storage	Tamper-protected Volatile or Non-volatile Memory
Key Erasure	Keyboard Command and Tamper Detection
Standards	FIPS 140-2 Level 1 and Level 3, FIPS 197
Device Certificates	x.509v3 ECC-P384, x.509v3 RSA-2048
Cipher Suites	ECDHE_ECDSA_WITH_AES256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA TLS_RSA_WITH_AES_256_GCM_SHA384 SRTP_AEAD_AES_256_GCM1

COLOR

Standard Color	Black/Gray
Optional Side Panel Colors (Supplied as Retro-fit Kits)	Red, Blue, Orange, Public Safety Yellow, High Impact Green, Coyote Brown

WIRELESS

LTE	
Bands Supported	2, 4, 12, 13, 14
Bands (Hardware Ready)	5, 17
Device Category	4
Certifications	FirstNet®, Verizon, Bell Mobility
WiFi	
Standards Supported	802.11a/b/g/n/ac
Frequency Range	2400-2472, 5180-5825 MHz
Security	Supports WPA-2, WPA, WEP
Capacity	Up to 20 SSIDs
Bluetooth	
Version	5.0
Frequency Range	2402 - 2480 MHz
Security	128-bit AES-CCM Encryption

AUDIO

Audio Output Power at Rated	3 W
Audio Output Power at Max	5 W
Audio Response (EIA)	+1, -3 dB
Speech Loudness at 12 in (300 mm)	105 Phon
Audio Features	Adaptive Equalization Adaptive Dual-sided Operation Adaptive Noise Suppression Intensity Adaptive Gain Control Adaptive Windporting IMPRES Audio

LOCATION-TRACKING

	Footnote	
Constellations	-	GNSS (GPS and GLONASS)
Tracking Sensitivity	-	-159 dBm
Accuracy	5	<5m (95%)
Cold Start	5	<60 Seconds (95%)
Hot Start	5	<5 Seconds (95%)
Mode	-	Autonomous (Assisted only with LTE service)

PERFORMANCE

TRANSMITTER

	Footnote	VHF	UHF Range 1	UHF Range 2	700 MHz	800 MHz
Frequency Range / Bandsplits	-	136-174 MHz	380-470 MHz	450-520 MHz	762-776, 792-806 MHz	806-825, 851-870 MHz
Channel Spacing	1	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power (Adjustable)	2	1-6 W	1-5 W	1-5 W	1-2.5 W	1-3 W
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	2	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm
Modulation Limiting (12.5 / 20 / 25 kHz Channel)	2	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz
Emissions (Conducted and Radiated)	2	-75 dBc	-75 dBc	-75 dBc	-75 dBc	-75 dBc
Audio Response	2	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	2	-53 / -55 dB	-52 / -54 dB	-51 / -54 dB	-50 / -55 dB	-49 / -53 dB
Audio Distortion (12.5 / 25 kHz Channel)	2	0.75% / 0.75%	0.75% / 0.75%	0.75% / 0.75%	0.85% / 0.85%	0.85% / 0.85%

RECEIVER

	Footnote	VHF	UHF Range 1	UHF Range 2	700 MHz	800 MHz
Frequency Range / Bandsplits	-	136-174 MHz	380-470 MHz	450-520 MHz	762-776, 799-806 MHz	851-870 MHz
Channel Spacing	1	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	2	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm	±1.0 ppm
Analog Sensitivity (12 dB SINAD)	2	0.178 µV (-122.0 dBm)	0.211 µV (-120.5 dBm)	0.211 µV (-120.5 dBm)	0.224 µV (-120.0 dBm)	0.237 µV (-119.5 dBm)
Digital Sensitivity (1% BER)	3	0.266 µV (-118.5 dBm)	0.298 µV (-117.5 dBm)	0.298 uV (-117.5 dBm)	0.335 µV (-116.5 dBm)	0.335 µV (-116.5 dBm)
Digital Sensitivity (5% BER)	3	0.158 µV (-123.0 dBm)	0.178 µV (-122.0 dBm)	0.178 µV (-122.0 dBm)	0.224 µV (-120.0 dBm)	0.224 µV (-120.0 dBm)
Selectivity (12.5 / 25 kHz Channel)	2	77 / 84 dB	74 / 81 dB	74 / 81 dB	72 / 80 dB	72 / 79 dB
Intermodulation Rejection	2	82 dB	80 dB	80 dB	80 dB	80 dB
Spurious Rejection	2	98 dB	95 dB	95 dB	98 dB	98 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	2	55 / 59 dB	54 / 58 dB	54 / 58 dB	53 / 57 dB	52 / 56 dB
Audio Distortion	2	0.90%	0.90%	0.90%	0.90%	0.90%

FEATURES

OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA
Digital Conventional: APCO 25
Analog Trunking: 3600 Baud SmartNet®, SmartZone®, Omnilink®
Analog Conventional: MDC 1200
ASTRO® 25 Integrated Voice and Data
SmartConnect Multi-net Connectivity*

FREQUENCY BANDS

All-band: Simultaneous Operation in VHF, UHF Range 1, UHF Range 2, 700 and 800 MHz Bands
Available in Multi-band and Single-band Configurations
Up to 3000 Channels
Up to 125 Zones

ADDITIONAL CONNECTIVITY

Bluetooth (Version 5.0)
WiFi (802.11a/b/g/n/ac), 2.4 and 5 GHz Bands
LTE (FirstNet®, Verizon, & Bell Mobility - certified)
NFC (Near-Field Communications)**

AUDIO FEATURES

3 W Speaker with Adaptive Equalization
2 Internal Digital Microphones
Adaptive Dual-sided Operation
Adaptive Noise Suppression Intensity
Adaptive Gain Control
Adaptive Windporting
IMPRES™ Audio Accessory Compatibility

MANAGEMENT

Customer Programming Software (CPS)
RadioCentral™
SmartProgramming*

LOCATION-TRACKING

Built-in GNSS (GPS and GLONASS)
SmartLocate and Indoor Positioning*
Mission-critical Geofence**
SmartMapping*

SECURITY

256-bit AES*
Single-key ADP Encryption*
Software Key
P25 Authentication*
Multikey for 128 Keys and Multi-algorithm*
Over-The-Air Key Loading***
Over-The-Air Rekeying (OTAR)*

INGRESS PROTECTION

IP6x Dust
IPx8 Submersion (2 m, 4 hr)
MIL-STD Delta-T, 512.X Procedure 1

MESSAGING

Text Messaging
Freeform or Canned Messages
SmartMessaging*

USER INTERFACE

3.6" Mission-critical Touchscreen, 800x480 TFT 24-bit Full Color Transflective Display, 1 mm Toughened Glass Lens
Capacitive Touch Technology: Usable with Gloves Up to 4 mm Thick, Resistant to False Actuation from Fresh or Salt Water, Snow, Ice, Dirt or Grease
High Velocity User Interface: Large Touch Targets, Shallow Menu Hierarchy, Home Screen Information at a Glance, Integrated Applications
1.2" Top Display: 200x112 TFT 18-bit Color Transflective Screen, 1 Line of Icons, 2 Lines of Text, 14 Characters per Line, 2 mm Toughened Glass Lens
PTT Button: 1.32 x 0.54 in (33.5 x 13.8 mm)
16-position Channel Selector
Angled Power/Volume Knob
Large Orange Emergency Button
3 Programmable Side Buttons (1-dot, 2-dot, purple)
Concentric 2-position Switch
ABC Zone Switch
ViQi Button (3-dot)
Display On/Off/Home Button

ViQi VOICE INTERACTION

Customizable Voice Announcements
Voice Control: 13 Actions with Intuitive Commands*
Virtual Partner Service*

ENERGY

Standard 4400 mAh Battery
Optional High Capacity 5650 mAh Battery*
IMPRES 2 Smart Battery Technology

SENSORS

Ambient Light
Accelerometer x2 (Display Orientation, Man Down)
Magnetometer (eCompass)

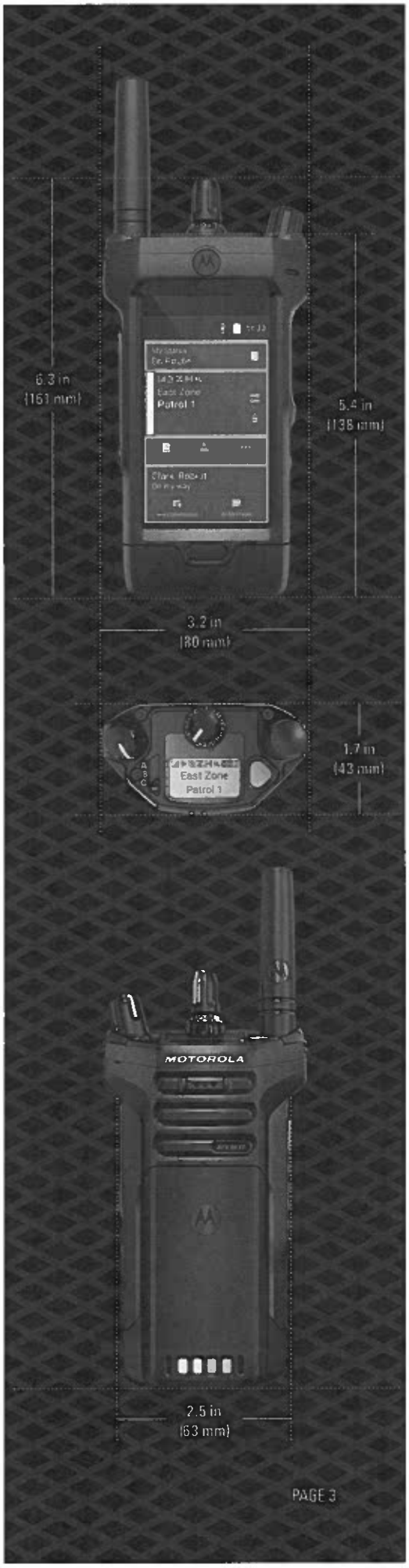
OTHER FEATURES

Radio Profiles
Enhanced Data*
Multicast Voting Scan*
Man Down*
DVRS PSU*
Digital Tone Signaling*

DIMENSIONS

Radio with Standard Battery, no Antenna
Height: 5.4 in (138 mm)
Width: 2.5 in (63 mm)
Depth: 1.7 in (43 mm)
Weight: 18.5 oz (525 g)

Radio with High Capacity Battery, no Antenna
Height: 7.1 in (180 mm)
Width: 2.5 in (63 mm)
Depth: 1.7 in (43 mm)
Weight: 22.8 oz (647 g)



*Optional Feature **Hardware-ready ***Included with OTAR

MISSION-CRITICAL DESIGN

Large color top screen, for glanceable status updates

New antenna technology improves comfort and wearability

Intuitive hard controls, protected against accidental activation

Mission-critical touchscreen: rugged, usable with gloves, readable in all lighting conditions

Digital microphones, for outstanding audio capture

Large, distinctive buttons for PTT, emergency and ViQi, and two additional programmable side buttons

Standard 4400 mAh battery, with 5650 mAh high-capacity option

APX NEXT

PROTECT YOUR FOCUS

IN PUBLIC SAFETY, FOCUS IS YOUR GREATEST RESOURCE. MAKE SURE IT'S PROTECTED WITH APX NEXT®.

A MASSIVE ADVANCE IN MISSION-CRITICAL VOICE AND DATA

Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. Digital mics and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, without pause, distraction or doubt.

EFFORTLESS IS ALWAYS IN REACH

APX NEXT is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

BRING NEW INTELLIGENCE TO THE POINT OF ENGAGEMENT

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And as part of our unique, end-to-end public safety ecosystem, APX NEXT data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

UPDATE YOUR FLEET IN MINUTES, NOT MONTHS

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keeps radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of services helps you manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.

MOTOROLA SOLUTIONS

Section 6

Literature

Specification sheets for the proposed subscribers are provided on the following pages

APX NEXT

XVP RSM

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Section 5

Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to the City of Jacksonville. Price is subject to the terms and conditions of the Motorola/COJ Communications Products Agreement #1468241 executed on 12/28/2021.

Agency	Qty	Model	MSRP Unit Price	Extended MSRP	Contract Unit	Extended Price
Sheriff's Office	883	Band Portable	$11,941	$10,543,514	$5,610	$4,953,630
Sheriff's Office	883	yrs	$154	$135,982	$64	$56,512
Sheriff's Office	10	6-Slot Charger	$1,420	$14,202	$913	$9,130
			MSRP Total	$10,693,698	Subscriber Total	$5,019,272
SMART Subscriptions for quantity 1292 APX NEXT Purchased in 2021						$387,600
Systems Integration Services						$126,508
CommandCentral Aware Mapping Integration						$8,704
PremierOne Mapping Integration						$183,123
Professional Services Total						$318,335
			MSRP Total	$11,217,126	Sale Price	$5,725,207

Above pricing valid through December 16, 2022 and equipment shipped by December 30, 2022.

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Section 4

License List

4.1 PremierOne Licenses

Line #	Item Number	Description	Quantity
1	CA02799AA	Subscriber Portable or Mobile (Messaging Services) Per Radio CA02799AA	883
2	CA02802AA	Subscriber Portable or Mobile (Person Location Tracking) Per Radio CA02802AA	883

- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

3.4 MyView Portal Access

MyView Portal is a tool available for customers to track order, RMA, and tech support ticket status, and serves as a consolidated download site for software and documentation.

3.4.1 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Motorola Solutions' Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

3.4.2 City of Jacksonville Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the DMS Essential onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.

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3.2.4 City of Jacksonville Responsibilities

- For non-contiguous renewals and services purchased separately from APX subscriber radios, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate subscriber radio repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

3.3 Subscriber Radio Technical Support

3.3.1 Scope

Motorola Solutions' Subscriber Radio Technical Support service provides telephone consultation for subscriber radio and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

The Customer may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on the Customer's behalf. In addition, the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to the Customer case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

3.3.2 Motorola Solutions Responsibilities

- Provide technical support for subscriber radios, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer Case per the defined timeframes.

3.3.3 Limitations and Exclusions

- Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

3.3.4 City of Jacksonville Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.

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- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

3.2.3 Limitations and Exclusions

- Replacement of consumable parts or accessories, as defined by product, including batteries, cables, antennas, and carrying cases.
- In the case of mobile radios, repair of a single mobile control head that is required for normal operation of the subscriber radio is included, provided the control head was supplied at the original point of purchase of the mobile radio.
- Repair of problems caused by:
  - Internal or external damage resulting from natural or manmade disasters, including fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations, attempted repair, repair by a third party.
- Non-remedial work, including administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, hardware or software products not specifically listed on the service order form are excluded from service.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or misuse of the device.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration, if not performed by Motorola Solutions and covered by Motorola Solutions' services.
- Software Release updates.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
  - Repaired, tampered with, altered, or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
  - Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
  - If the Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola Solutions terms and conditions of service. DMS Essential is quoted on a per-unit basis, is prepaid, non-cancellable and non-refundable for the purchased service term.

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Section 3

Service/Warranty

Motorola Solutions warranty applies per contract.

3.1 Statement of Work for Device Management Services – Essential

3.1.1 Overview

Device Management Services - Essential ("DMS Essential") for APX™ subscriber radios provides the Customer with Subscriber Radio Technical Support and Hardware Repair services. DMS Essential is structured as a per-unit, fixed-fee multi-year service in order to mitigate the likelihood of unexpected subscriber radio repair expenses.

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Services Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the Device specifically named in the Agreement.

3.2 Hardware Repair

3.2.1 Scope

Hardware Repair provides repair coverage for internal and external subscriber radio components that do not work in accordance with published specifications Repair services are performed at a Motorola Solutions-operated or supervised facility. The subscriber radio will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original subscriber radio.

3.2.2 Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of four business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.

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APX NEXT:	APX NEXT Overview | Two-way Smart Radio
PMLN7996A	APX NEXT Quick Start Guide:
MN005642A01	APX NEXT User Guide: APX NEXT User Guide
MN005717A01	Out of box provisioning leaflet: APX NEXT Provisioning Leaflet
APX NEXT Programming Guide:	Programming APX NEXT
ASTRO_RCOLH	ASTRO RadioCentral Online Help
APX NEXT Help Desk:	800-MSI-HELP (800-674-4357)

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2.3 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below.In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved FCC licensing provided by the customer.
- Approved local, State or Federal permits as may be required for the installation and operation ofthe proposed equipment are the responsibility of the customer, if required.
- Any required system interconnections not specifically outlined here will be provided by theCustomer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigatethe source and recommend solutions to mitigate the issue.

2.4 Follow Up Training and Resources

Motorola Solutions Initial Programming services were included in the City of Jacksonville's first purchase of APXNEXT. Additionally user training is included in this proposal.

Motorola Solutions Initial Programming service is intended to facilitate a quick transition to the APXNEXT. For Customer, shops, that would like to learn more about the programming tools the following documentation and training classes and resources are available from Motorola Solutions Training Services: https://learning.motorolasolutions.com/:

Item	Description
MN005015A01	MyView Portal User Guide
AST0084	APX NEXT First Steps
AST4002	APX NEXT Overview
AST4004	RadioCentral Overview
AST4005	RadioCentral Workshop
MN006056A01	RadioCentral User Guide

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Section 2

Statement of Work

Motorola Solutions is proposing to the City of Jacksonville, Florida the following solution:

Item	Quantity	Services Included
Sheriff's Office (JSO) - APX NEXT Portable	883	Customer to program / provision
PremierOne CAD	883	Licenses as described
APX NEXT Location Integration into PremierOne CAD	883	Additional licenses not required

2.1 Motorola Solutions Responsibilities

Motorola Solutions' general responsibilities include the following:

- Provide the Motorola Solutions-supplied equipment and licensing described in the Licenses Listand Pricing Detail.
- Project Management implementation in agreement with City ofJacksonville, Florida.

2.2 City of Jacksonville Responsibilities

City of Jacksonville, Florida will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by MotorolaSolutions. General responsibilities for City of Jacksonville, Florida include the following:

- Customer will perform radio programming.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory andstorage of equipment prior to delivery to the site(s).
- Customer is responsible for upgrading PremierOne CAD to release 4.6.9 or higher as part of the existing Maintenance and Support Agreement.

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to a computer via USB cable,limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth.

SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speedsto pull programming jobs from RadioCentral devices in minutes.

The SmartProgramming Application Service is proposed as a subscription-based model to optimizebudget and scale to meet evolving needs.

APX NEXT Infrastructure

The enablement of Smart features requires 2 firewalls and licensing. This was included in the 2021 proposal.

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The SmartMapping application provides precise and accessible location information for field users onAPX NEXT's modernized map interface, improving situational awareness and informing response.

Users can see their own location and the location/status of other officers at a glance and immediatelytap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users wherever the mission takes them.

SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX NEXT users:

- Search for specific agency users to communicate with by using accessible, on-screen navigationand search tools.
- Select map layers to get a different view of an area, including Street View, Terrain, or SatelliteImage.
- Adapt to changing agency needs as new integrations and capabilities are introduced into theSmartMapping application.

SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTEnetwork coverage area. APX NEXT devices no longer need to be tied

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- Group Regrouping.
- Multigroup.
- Status Update.
- ViQi Virtual Partner via LMR network.

The SmartConnect Application Service is proposed as a subscription-based model to optimize budgetand scale to meet evolving needs.

SmartLocate Application Service

The APX NEXT SmartLocate application sends accurate GPS location information of field personnel over a broadband network, enabling dispatchers to track units more frequently and improve resource deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continuesending location reports, without requiring the user to change inputs. This fallback capability providesan extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMRsystem to allow for a higher number of users without LMR infrastructure capacity limitations.

SmartLocate also enhances location information accuracy using nearby cell-towers and WiFi access points. This leads to more accurate APX NEXT radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forestedareas).

SmartLocate is seamlessly integrated with CommandCentral Aware and features location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing CommandCentral Aware application investments. Access to CommandCentral Aware is not includedwith the SmartLocate subscription. Dynamic Mode requires IMW and a cloud connector on the P25 system.

The City of Jacksonville is responsible for upgrading PremierOne CAD to release 4.6.7 or higher as part of the existing Maintenance and Support Agreement. Once PremierOne CAD has been upgraded to release 4.6.7 or higher, the APX NEXT SmartLocate information sent over LTE can be integrated with the existing Automatic Resource Location (ARL) data and visible on the PremierOne CAD map. The APX NEXT LTE Location Integration requires Foreign Service Relay (FSR) architecture for PremierOne which has been included in this proposal. The FSR is a key element in allowing the PremierOne system to safely ingest location data arriving from a "foreign" source, such as broadband/LTE.

SmartMapping Application Service

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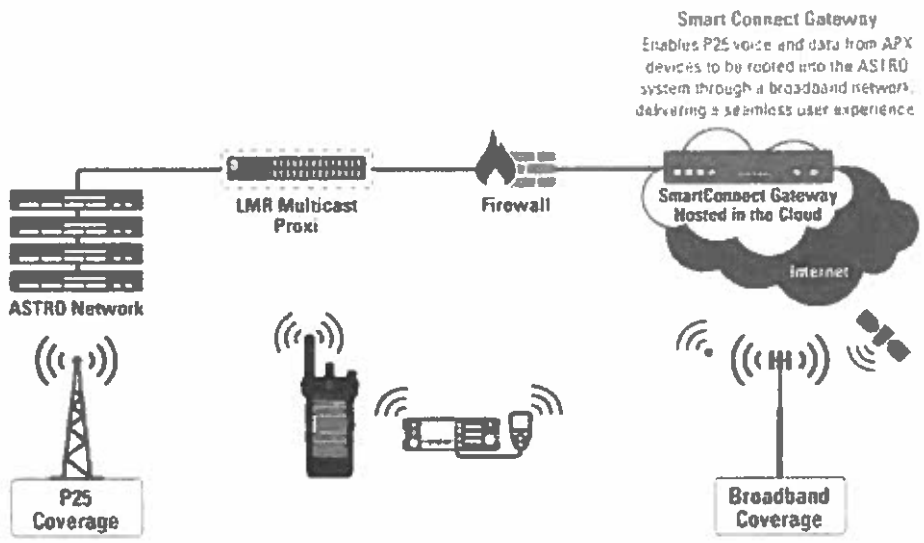
SmartConnect Application Service

First responders need to know that they are covered and supported with critical intelligence no matterwhere the mission takes them. Leveraging APX NEXT and supported devices, SmartConnect keeps users connected and maintains critical LMR features through a broadband connection. By seamlesslyswitching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

APX NEXT Network Elements of SmartConnect



SmartConnect allows users to retain most P25 radio features when out of range of LMR, including thefollowing:

- Agency Groups.
- Dynamic Regrouping.
- Call Alert.
- Emergency Call & Alarm.
- FDMA/TDMA to/from LMR System.
- Group Call Clear/Encrypted.
- PTT ID.
- Priority Monitor Scan.
- Radio Authentication.
- Radio Check.
- Radio Inhibit/Uninhibit.
- Radio Interrupt/Console Takeover.

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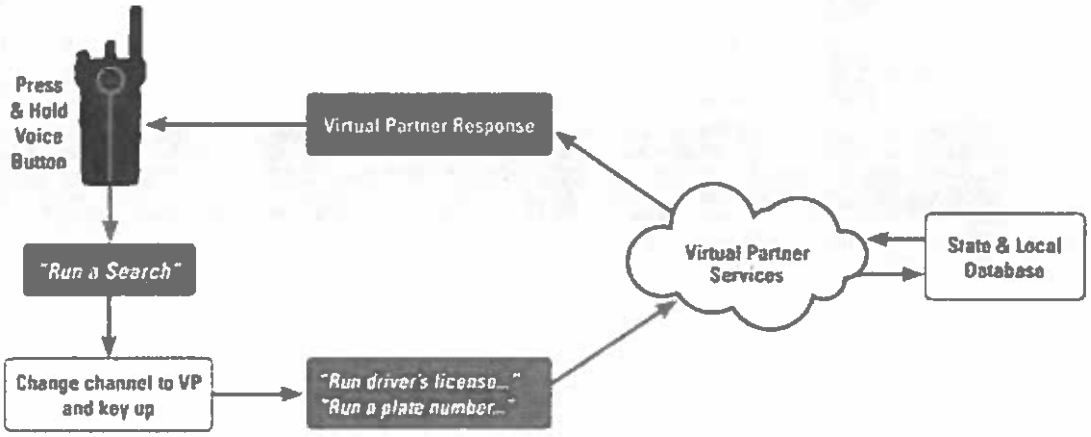
ViQi Virtual Partner Application Service (Future)

Maintaining situational awareness and first responder safety through natural operation is integral to the APX NEXT radio. This outcome is achieved through ViQi™ Virtual Partner—a cloud-based service that provides vital public safety information via voice. With a single button press and simpleaudio prompt, your personnel can use natural language to run a license plate or driver's license, and search for vehicles with matching vehicle identification numbers straight from the field without disruption.

Virtual Partner leverages artificial intelligence capabilities to interpret voice queries and quickly deliver query results in an audible format. This empowers field personnel to submit queries with the radio without the risk of losing situational awareness while typing a manual query. The automated nature of the solution also allows officers to obtain critical information faster than relaying the queryto dispatchers. The APX NEXT radio will leverage either LMR or supported broadband networks tosend queries and return responses.



ViQi - Virtual Partner Services Flow Diagram

The Virtual Partner Application Service is proposed as a subscription-based model to optimize budgetand scale to meet evolving needs.

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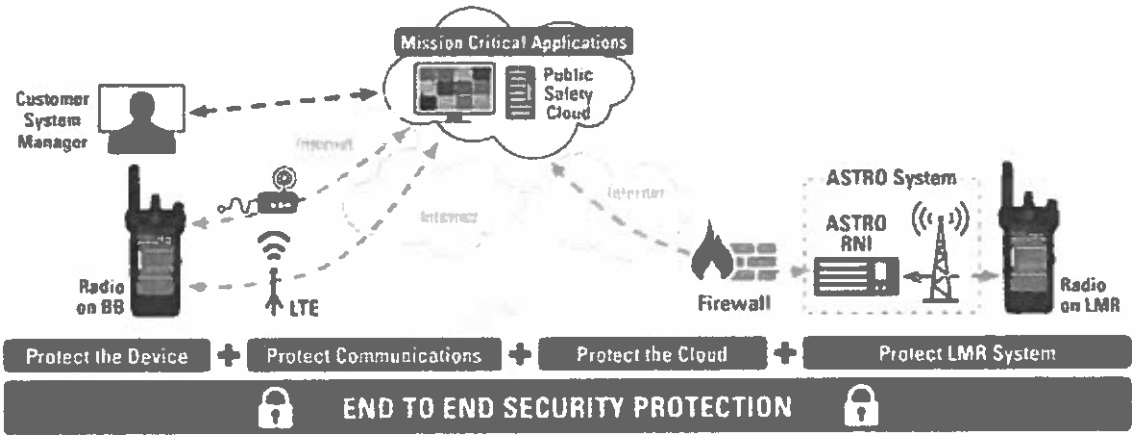
Securing Communications

APX NEXT uses Motorola Solutions' hardened End-to-End security to protect communications andallow only authorized units in the system to listen to transmissions. End-to-End security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threatassessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.



Motorola Solutions' End-to-End Security Solution

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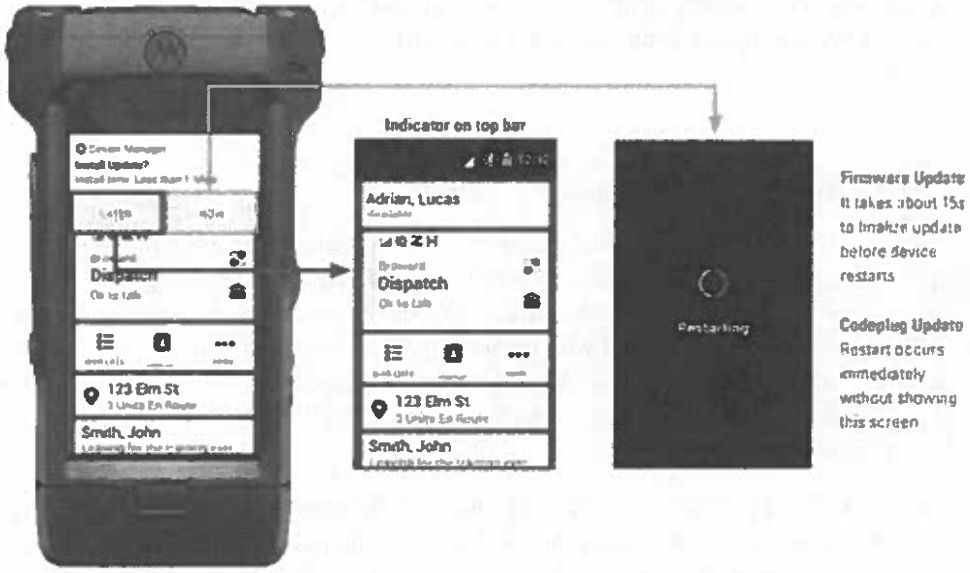
Typical Firmware and Configuration Update Process via RadioCentral

If a situation occurs where users do not have the time for an update, those updates can be delayed through a prompt until the next power cycle. This puts personnel directly in control of when updateswork best for responders, especially in the chaotic environment of public safety. A snapshot of the APX NEXT device with "Install Update" prompt is shown below.



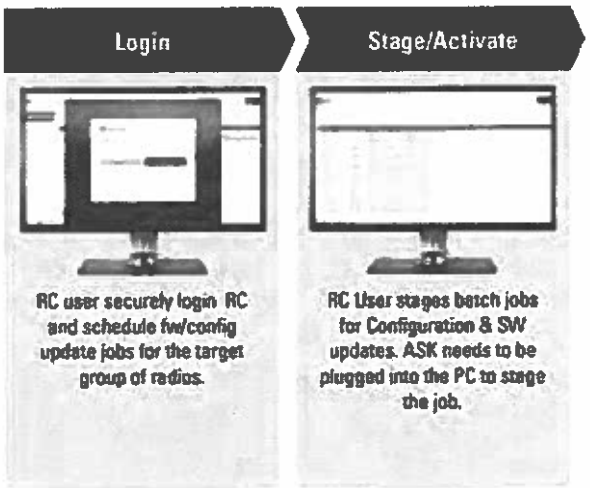
APX NEXT In-Field Update on the Device

The APX NEXT out-of-the-box experience is streamlined with a few simple steps. Users will power on the device and view a boot-up animation with startup. Status bar icons on the front display indicatewhen a connection is made and an update download is initiated. If the APX NEXT device is being started for the first time, a "peek-in" device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. For Encryption and Authentication users, a KVL needs to be connected to the radio for those services. From power on to provisioning completion takes less than a minute.

Evolving with Updates and Upgrades

APX NEXT is a future-ready platform that will evolve alongside users through updates and upgrades,delivering expanded mission-critical capabilities while keeping personnel in the field where they are needed. To this end, APX NEXT eliminates the extended downtime and shop visits often associated with device upgrades; now, software patches can be automatically installed regardless of geographic location over a broadband connection, or, if proposed, immediately pushed to the field over LTE withMotorola Solutions' SmartProgramming service.

This streamlined process eliminates bottlenecks in the upgrade process and delivers important new features into users' hands. Firmware upgrades will also fit more seamlessly into workflows to avoidunnecessary disruptions. The figure below illustrates how feature updates are easily deployed to theentire radio fleet.



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- Accurate location data over a broadband network for more informed decision making viaSmartLocate.
- Immediate software and security updates in the field using high-speed bandwidth and extendedcoverage of LTE networks via SmartProgramming.
- Precise and accessible location information for field users on a modernized map interface viaSmartMapping.
- Seamless and discrete multimedia communications over a broadband connection viaSmartMessaging.

Managing and Provisioning Devices

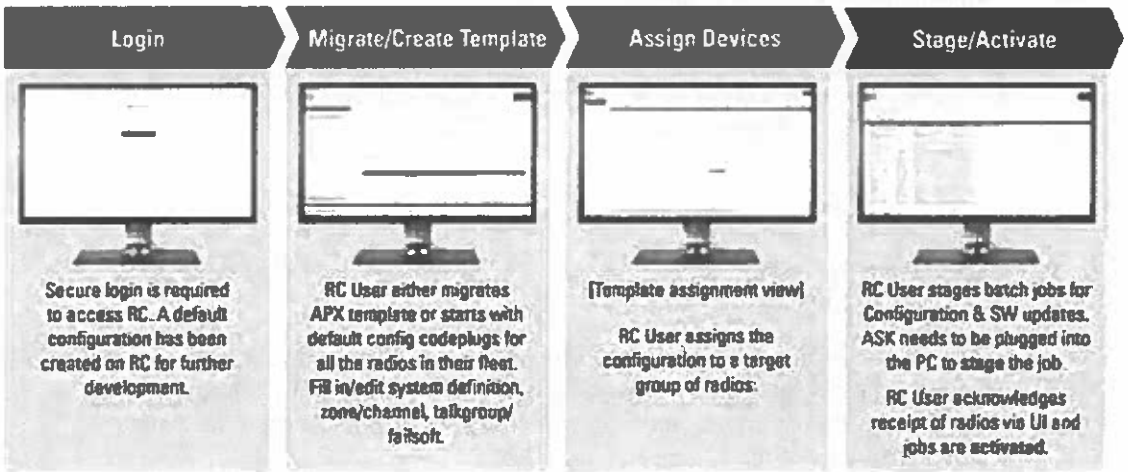
APX NEXT delivers greater awareness and faster management of radio fleets with optimized provisioning, networking, and monitoring tools that transform accurate data into smarter action.These features enable dispatchers and network managers to make more informed operational decisions, keep radios in the field, and, above all, protect first responders' focus and safety.

Device Management Services (DMS) packages provide programming, management, and maintenanceservices to maximize the effectiveness of this APX NEXT solution, while reducing maintenance risk, workload, and total cost of ownership. The DMS packages are separated into tiers designed for a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based RadioCentral (RC) programming, APX NEXT supports fasterprovisioning and deployment to get devices in the hands of responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotelywithin minutes. Access to RadioCentral is provided through the Device Management Service package.

The figure below illustrates the expedited RC provisioning process of APX NEXT.

APX NEXT Provisioning Process via RadioCentral



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addition toall the LTE features.

Xtreme Voice Remote Speaker Microphone (XVP RSM)

The Xtreme Voice Remote Speaker Microphone is the next generation mission-critical RSM designed to deliver the clearest and loudest audio communications. The XVP RSM is equipped withMotorola Solution's latest technology, including sophisticated noise-reduction techniques, in a sleek, compact package. Instantly access ViQi, your virtual AI assistant, to change radio channels andreceive critical information. Create functional short cuts with 3 configurable buttons that are protected against accidental activation.

Built as a system, the XVP RSM and the APX NEXT radio strengthen the most important thread of your lifeline: ultra-clear voice communications. So no matter where you are or how you speak, you can be confident that, for every message, you'll hear andbe heard clearly.

Key benefits of the XVP 830 RSM include:

- **Loudest, Clearest Speaker**—Engineered for clearer and cleaner speech, the speaker cuts through typical first responderscene sirens and turmoil to deliver critical communications so you can hear and understand. Even in stressful situations that lead to shouting, your officers will transmit more intelligible speech.
- **Four Digital Microphones with new Adaptive Noise Suppression**—Four digital microphones feed into sophisticated algorithms which track your voice and filter out the surrounding noise for superior clarity. The mics are arranged for all-round coverage, so the technology is effective fromevery direction.
- **Enhanced Windporting**—In order to reduce the roar of wind noise, the RSM housing has beenengineered to direct airflow away from those sensitive microphones.
- **Dedicated ViQi Button**—The dedicated ViQi button on your XVP RSM allows you to operateViQi from your shoulder.

E

If proposed, a host of application services will enhance the APX NEXT device's capabilities in thefollowing ways:

- Quick access to immediate, actionable intelligence via intuitive voice control and ViQi—a virtual partner that can run tags and provide detailed information through voice.
- Better coverage through automatic switching between LMR and broadband connectivity viaSmartConnect.

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simple, fast and logical. You stay focused on what matters—your mission and your safety.

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations.And because APX NEXT is built on our mission-critical big data platform, data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keep radios in thefield, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of

services that help you to manage your operation. With APX NEXT, your ownership experience isstreamlined, so your valuable resources stay focused and ready.

Key benefits for City of Jacksonville first responders include:

- **Longer battery life** means you can power through back-to-back calls throughout your shift (14hours with standard battery compared to 12 hours).
- **Touchscreen for better user experience** is protected by toughened glass, and works in the hottest, wettest and grittiest conditions, with and without gloves. A heavy-duty digitizer recognizes touches even through gloves, while rejecting false touches from water, snow, ice ordebris. And with a transflective display, you are set for indoor and outdoor readability.
- **ViQi Voice Control** uses a set of commands to enable radio operation in low or high noise environments, helping maintain eyes-up awareness. ViQi button allows for quick access to voicecontrols, enabling responders to perform actions such as changing channels, check battery status,and adjusting volume without breaking focus.
- **Shorter and more flexible antennas** deliver great coverage in a compact form factor that won'tsnag on clothing or equipment, with 40% more flexibility.
- **Enhanced audio quality** with:
  - **Two high dynamic range microphones** improve intelligibility with extremely loud and softinputs, and reduce noise and distortion across the range.
  - Our proven **adaptive audio engine** includes advanced noise suppression and works in tandem with the multiple HDR microphones to reduce the effects of unpredictable background noise in loud or windy environments. The microphones feed into sophisticatedalgorithms which track your voice and filter out the surrounding noise for superior intelligibility. Arranged for all-round coverage, multiple microphones ensure your voice isheard from every direction and different usage positions.
  - Set the radio volume once. **Automatic Receive Volume Leveling** ensures radio communications are heard at similar loudness, so there's no need to constantly adjust thevolume between loud and soft talkers throughout your shift.
- **Enlarged full color top screen** displays critical information at a glance; all of that in

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Section 1

Solution Description

1.1 Introduction

The City of Jacksonville currently has a two year refresh plan, to replace the Public Safety 2002 handheld devices. Fiscal 2022-23 is the second year of the refresh plan which will complete the replacement of all Public Safety 2002 devices with Broadband technology for both voice and data.

After meeting with the City, Motorola Solutions is proud to offer the best radio for each role at the City of Jacksonville. The following radios are proposed for the Sheriff's Office:

Agency	Qty	Model
Sheriff's Office	883	APX NEXT Single Band Portable
Sheriff's Office	883	DMS Essential - 2 yrs
Sheriff's Office	10	6-Slot Charger

1.2 APX NEXT

Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. High dynamic range microphones and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond yourP25 system. The result is a radio that works when you need it, virtually without pause, distraction or doubt.

APX NEXT is designed for effortless usability when everything is on theline. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio.And ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is

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SINGLE SOURCE AWARD **BID # SS-11679-22**

Subject: Purchase of 1,331 APX NEXT Portable Radio Refresh for the Jacksonville Sheriff's Office

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award to Motorola Solutions, Inc. for the purchase of 1,331 APX NEXT Portable Radio Refresh for the Jacksonville Sheriff's Office. The purchase is part of the Eight-Year Refresh Plan to upgrade and replace the end of life portable radios currently in use. APX NEXT devices are Motorola's proprietary next-generation P25 platform for first responders to access and act on information while maintaining their focus in critical situations. The term of the agreement will begin on the radio in service acceptance date and continue for three (3) years, with three (3) one (1) year renewal options. Total requested expenditure not to exceed $7,994,612.00.

Funding Source: 11415.194094.564290.010349 and 11415.194094.531090.010349, to be executed by formal contract through the Office of General Counsel and process by purchase order(s).

Single Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $7,994,612.00 **Requisition #** FAIT-501202-22

Attachments: Agency Memo, Single Source Form, Vendor Letter, Vendor Quote

Certification as to Single Source: Kenneth Lathrop, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN

DATE 12/2/21

ACTION OF AWARDING AUTHORITY

DATE: 12-3-21

APPROVED ✓ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For. Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

FORM GB-114, Revised 12/2007

COMMUNICATIONS PRODUCTS AGREEMENT
APXNext Radios

Motorola Solutions, Inc. ("Motorola") and the City of Jacksonville, Florida ("City") enter into this "Agreement," pursuant to which City will purchase and Motorola will sell the Products, as described below. Motorola and City may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement
Exhibit B	Payment Schedule
Exhibit C	Subscription Services Addendum
Exhibit D	FirstNet and AT&T Service Terms
Exhibit E	Motorola's Proposal dated December 16, 2021
Exhibit F	CJIS Security Addendum
Exhibit G	Software Support Policy
Exhibit H	Motorola Solutions, Inc. Incident Response Plan

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Date" means the date that all Acceptance Tests have been successfully completed and the City has accepted the radios in its entirety as provided in Section 11 of this Agreement.

"Acceptance Test Plan" shall have the meaning given to the term in Section 11.2 of this Agreement.

"Acceptance Tests" mean those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. Any such services will be governed by the terms in the main body of this Agreement except to the extent provided otherwise in the Addendum. The terms in the Addendum are applicable only to the specific service or offering described therein. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent at the time of disclosure or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within five (5) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Products and the Services, excluding applicable sales or similar taxes and freight charges. "Deliverable" means each deliverable set forth in the Statement of Work and shall include all associated requirements of City for the Solution, including, but not limited to, the business requirement functions described in the Proposal and includes all work product, supporting documentation,

and other services that Motorola is required to, or otherwise does, deliver to the City in connection with that Deliverable.

"Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides City access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that City purchases from Motorola under this Agreement.

"Feedback" means comments or information, in oral or written form, given to Motorola by the City in connection with or relating to the Solution or Products.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, supplier performance, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause)."Licensed Product" means 1) Software, whether hosted or installed at the City's site; 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution and the internet.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

"Performance Schedule" means the final performance schedule agreed upon by both parties during Contract Design Review.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proposal" means Motorola's Proposal dated November 1, 2021 and attached to this Agreement as Exhibit E.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Provision" or "Provisioning" means the configuration of the Products and Software to operate as described in Exhibit E.

"Services" mean Provisioning, configuration, training, onboarding, professional consulting, support, subscription, or other professional services described in the Proposal.

"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 to City or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Solution" means the combination of the Products and Services provided by Motorola under this Agreement, including servers and any other hardware or equipment operated by Motorola and used in conjunction with the Services.

"Solution Data" means raw City data that is transformed, altered, processed, aggregated, correlated, or operated on by Motorola, its vendors, or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to City with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in Exhibit E.

"Statement of Work" means the Statement of Work contained in Exhibit E.

"Users" mean the City's authorized employees or other individuals authorized to utilize the Services on behalf of the City and who will be provided access to the Services by virtue of a password or equivalent security mechanism.

"Warranty Period" for the Products, Software, and Services means three (3) years from the Acceptance Date or Beneficial Use.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install, Provision and enable the features of the Products, operational demonstration, and perform the Services and its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. City will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a change agreed upon by both Parties causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum to this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order or Addendum.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Acceptance Date, whichever occurs last (the "Term"). This Agreement may be renewed upon mutual written agreement of the Parties for three (3) additional one-year renewal terms.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For five (5) years after the expiration date of this Agreement, including any renewal term thereof, City may order additional Equipment or Software if it is then available. Each purchase order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the purchase order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass on receipt by City, and payment is due within forty-five (45) days after the City receives a proper invoice therefor. Motorola will send City an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, City may register with and place orders through the Motorola Solutions City Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Agreement covers three (3) years of prepaid maintenance or support of the Products except as provided under the warranty per Exhibit E, which period runs concurrently with the Warranty Period. If City wishes to purchase additional maintenance or support, professional or subscription services, Motorola will provide a separate proposal and this Agreement shall govern such purchase.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to City solely in accordance with the Software License Agreement that is attached as Exhibit A. City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by City, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to City a copy of the applicable standard license (or specify where that license may be found); and provide to City a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

The Parties will mutually agree to a final performance schedule during Contract Design Review.

4.1 As provided in Exhibit E, Motorola shall provide a one-year promotional subscription to APX NEXT SmartProgramming, APX NEXT SmartConnect, APX NEXT SmartLocate, and APX NEXT SmartMapping during the first year of service. This subscription period shall commence upon the City's Acceptance of the related integration services set forth in Exhibit E.

4.2. Motorola will allow the City to use the Solution as described in Exhibit E and this Agreement.

4.3. City may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both Parties. The Parties may agree to a reasonable price adjustment if any change affects the time of performance or the cost to perform the Services.

Section 5 SUBSCRIPTION SERVICES

5.1 As provided in its Proposal, Motorola shall provide a one-year promotional subscription to APX NEXT SmartProgramming, APX NEXT SmartConnect, APX NEXT SmartLocate, and APX NEXT SmartMapping in the first year of service. This subscription period shall commence upon the City's acceptance of the related integration services.

5.2. Motorola will allow City to use the Solution as described in the Proposal and this Agreement.

5.3. City may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both Parties. The Parties may agree to a reasonable price adjustment if any change affects the time of performance or the cost to perform the Services.

5.4. LIMITED LICENSE

5.4.1. LICENSED PRODUCTS. Use of the Licensed Products by City and its Users is strictly limited to use in connection with the Solution or Services during the term of this Agreement. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Licensed Products: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software which is a part of the Licenses Products; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Licensed Software. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement.

5.4.2. Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, subject to the provisions of Section 15.6 of this Agreement, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. The parties' rights and remedies under this Agreement are cumulative, except as otherwise expressly provided in this Agreement.

5.5. DATA. To the extent permitted by law, City retains ownership of City Data. Subject to the limitations set forth in Exhibit F (Amended CJIS Security Addendum) of the Existing Agreement, and after remote Provisioning assistance provided by Motorola, and thereafter, Motorola will no longer handle City Data. Only Radio IDs which are assigned by the City are processed by the Products and shall be encrypted. City grants Motorola personal, royalty-free, non-exclusive license to host, cache, store such City Data solely for the purpose of providing the Subscription Services to City. Motorola agrees to institute commercially reasonable security measures to prevent and detect unauthorized physical and/or remote access to City Data in its possession. Motorola shall immediately notify City in writing of any breaches of security and/or unauthorized access to City Data. Upon expiration or termination of this Agreement, said license shall expire, and Motorola shall transfer, at no cost to City, all City Data in its possession in a format that is compatible with the City's information technology systems.

5.6. NO GUARANTEE. City acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by City or third parties and City's existing equipment, software, and City Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Services or Solution may periodically occur. City agrees not to represent to any third party that Motorola has provided such guarantee. This section shall not be construed to limit Motorola's availability and support obligations contained in this Agreement, the Proposal or the existing Maintenance and Support Agreement between the City and Motorola.

5.7. PROPRIETARY MATERIALS. City acknowledges that Motorola may use and/or provide City with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials, subject to any rights Motorola may have granted to City under this Agreement or any other agreement entered into between Motorola and City.

Section 6 SECURITY AND DATA

6.1. SECURITY

6.1.1 Notwithstanding any other provision of this Agreement, the parties' performance under this Agreement shall be governed by the requirements of the CJIS Security Policy (CSP) 5.9, as may be amended or replaced from time to time.

6.1.2 City is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are applicable to City and outside the scope of the Service provided. City must also establish and ensure compliance with access control policies and procedures applicable to City and its employees, including password security measures. Further, City must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for City's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if City's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures in any material respect.

6.1.3 Both parties will maintain and follow an Incident Response Plan consistent with the standards of their respective industries and in accordance with the requirements of Exhibit H to this Agreement.

6.1.4. Notwithstanding any other provision of this Agreement, the parties' performance under this Agreement shall be governed by the requirements of the CJIS Security Policy (CSP) 5.9, may be amended or replaced from time to time.

Section 7 CONTRACT PRICE, PAYMENT, AND INVOICING

7.1. City affirms that a notice to proceed is not required for contract performance or for subsequent years of service. The City will pay all proper invoices received from Motorola as provided in Section 8.3 and any change in scope will be subject to the change order process described in this Agreement. At the time of execution of this Agreement, the City will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

7.2. CONTRACT PRICE. The Contract Price in U.S. dollars is Seven Million Nine Hundred Ninety-Four Thousand Six Hundred Twelve Dollars ($7,994,612). The Contract Price includes all travel expenses required for Motorola to provide the Services and the Solution as contemplated by the Proposal and this Agreement. Any reimbursement for travel or travel-related expenses shall be subject to and governed by

the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Any such change must be agreed upon in advance by both Parties. Except as otherwise specifically listed in this Agreement or the Proposal, the Contract Price includes all Equipment, Software, and Services which are necessary for Motorola to provide, and the City to operate, the System as contemplated by the Proposal throughout the Term.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to City according to the Payment schedule in Exhibit B, with the delineation between Services and Equipment. Invoices shall contain City's Contract number and the appropriate vendor identification number. City may require any other reasonable information from Motorola that City deems necessary to verify its obligation to pay under this Agreement. City does not pay service charges, interest or late fees unless required by law. To the extent Motorola's fees include reimbursement for travel or travel-related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code. Future funding for these Equipment and Services will be approved in City's annual budget ordinances, subject to Section 20.1 below. The City will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the City will provide all necessary reference information to include on invoices for payment per this Agreement. All pricing under this Agreement shall be fixed for the term of this Agreement, including any extension thereof, at the prices shown in Exhibit D.

7.4. Motorola acknowledges that City is generally exempt from any taxes imposed by the State of Florida or the Federal Government. Exemption certificates will be provided upon request. Motorola shall not include any state, local and federal taxes in any prices quoted, or invoices sent, to City.

7.5. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay all freight charges, and the City shall not be responsible therefor. Title and risk of loss to the Equipment will pass to City upon City's receipt of shipment. Title to Software will not pass to City at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

INVOICING AND SHIPPING ADDRESSES.

All original invoices shall be submitted through the City of Jacksonville 1Cloud procurement system or to:

City of Jacksonville
General Accounting Division
117 West Duval Street, Suite 375,
Jacksonville, Florida 32202

The Equipment will be shipped to the City at the final, following address (insert if this information is known):

Name: Alexander Ciprian
Address: 1020 Superior Street, Jacksonville, Florida 32254.

City may change this information by giving written notice to Motorola.

Section 8 ACCESS TO SITES

In addition to its responsibilities described in Exhibit E and this Agreement, City will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Proposal as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist City in the local building permit process.

Section 9 TRAINING

Motorola shall provide all training described in the Proposal and Statement of Work. City will notify Motorola immediately if a date change for a scheduled training is required.

Section 10 ACCEPTANCE

10.1. Acceptance by the City's Project Manager and signature on Exhibit F will document completion in accordance with this Agreement. Acceptance does not in any way limit City's rights under this Agreement or applicable laws, rules and regulations.

10.2. The City's Project Manager will make the determination when a Deliverable is completed and there is Acceptance by the City in accordance with this Agreement. Acceptance will be made by the City only in writing, and City will make all commercially reasonable efforts to accept or reject a Deliverable within five (5) business days of delivery to ensure a Deliverable has been delivered in accordance with this Agreement. The City may partially accept a Deliverable. Any Acceptance by City, even if non-conditional, shall not be deemed a waiver, or settlement or Acceptance of any nonconforming Deliverable. Notwithstanding the City's Acceptance of any Deliverable, upon delivery of any associated Deliverable or the final completed Deliverable, City shall have the right to perform additional tests on each previously accepted Deliverable to ensure full integration and compatibility with all other Deliverables. City shall take all commercially reasonable efforts to perform such testing within five (5) business days of Motorola's testing, and Motorola shall correct any non-conformities, if any, in accordance with the procedures set forth in this Section.

Section 11 REPRESENTATIONS AND WARRANTIES

11.1 FUNCTIONALITY. Motorola warrants that the Products will perform in accordance with the Specifications in all material respects. Motorola is not responsible for performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the Products or for reasons or parties beyond Motorola's control, such as natural causes, changes to load usage, or configuration outside the Specifications. However, Motorola will put forth reasonable efforts to collaborate with third parties on resolving issues outside the scope of the warranty.

11.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

11.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

11.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; in accordance with documentation and training materials provided by Motorola; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear.

11.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workman-like manner and will conform in all material respects to the applicable Statement of Work. Services and the Software used to provide the Services will operate in accordance with

the documentation provided by Motorola or SOW, if applicable. City's sole and exclusive remedy for breach of this warranty is re-performance of the Services. OTHER THAN THE FOREGOING, MOTOROLA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. City acknowledges that Deliverables, if any, may contain recommendations, suggestions or advice from Motorola to City (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and City alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

11.6. WARRANTY CLAIMS. A warranty claim may be made on any claim arising prior to the end of the warranty period. To assert a warranty claim, City must notify Motorola in writing of the claim before the expiration of the Warranty Period. For the purposes of this Agreement, a claim will be considered to have been submitted when a case is opened with Motorola Support via the web portal provided for support. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to City) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All returned defective products or parts will become the property of Motorola.

11.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

11.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 12 DELAYS; FORCE MAJEURE

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 13 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

13.1. GOVERNING LAW. This Agreement will be governed by the laws of the State of Florida without giving effect to the conflict of law principles thereof and excluding the Convention on Agreements tor the International Sale of Goods. Venue tor litigation under this Agreement shall be in the courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

13.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the

matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

13.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. Notwithstanding the foregoing, Motorola acknowledges that in some circumstances, City Council approval may be required before the City may finalize a settlement. The need for such approval shall not be considered a violation of the requirements of this Section.

13.4. LITIGATION, VENUE and JURISDICTION. It a Dispute remains unresolved tor sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Jacksonville, Duval County, Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

13.5. CONFIDENTIALITY. Subject to the Sunshine Laws (as defined in Section 19), all communications pursuant to subsections 13.2 and 13.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 14 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written notice of the default describing the obligation that has not been performed. Except for a default by City for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan acceptable to the non-defaulting Party. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. The non-defaulting Party may suspend its obligations until it approves the defaulting Party's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. In the event City elects to terminate this Agreement for any reason other than default, City shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 15 INDEMNIFICATION

Motorola shall hold harmless, indemnify, and defend the City of Jacksonville and the City's members, officers, officials and employees (collectively the "City") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, reasonable costs and expenses, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

15.1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to tangible property, caused by the Indemnifying Party's performance of the Agreement, operations, services or work performed hereunder; and

15.2. Environmental Liability, to the extent this Agreement results in environmental exposures, arising

from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages caused by Motorola's and its subcontractors' for their operation or other activities performed in connection with the Agreement; and

15.3. If the City exercises its rights under this Agreement, the City will (1) provide reasonable notice to Motorola of the applicable claim or liability, and (2) the City may, at its own expense, participate in the litigation of such claim or liability to protect its interests. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Agreement. Such terms of indemnity shall survive the expiration or termination of the Agreement.

15.4. In the event that any portion of the scope or terms of this indemnity is in derogation of Section or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

15.5. To the extent that the coverage provided by Motorola's Professional Liability policy ("Policy") does not provide coverage to the City of Jacksonville as an additional insured for a Cyber Liability claim or loss, Motorola shall defend and indemnify the City for such Cyber Liability claim(s) or loss(es) incurred by the City up to the cumulative amount of One Million Dollars ($1,000,000), to the extent of Motorola's contributory negligence percentage determination. Cyber liability is defined as: technology/professional liability and data protection liability covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the Materials and Services provided by Motorola under this Agreement, including damages Motorola is obligated to pay City or any third party associated with any Security Breach (as hereafter defined) or loss of personal data, including negligence and unlawful acts. Costs to be covered include (i) costs to notify individuals whose personal data was lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to individuals whose personal data was lost or compromised; (iii) costs associated with third party claims arising from the Security Breach or loss of personal data, including litigation costs and settlement costs; and (iv) any investigation, enforcement or similar miscellaneous costs. "Security Breach" means (a) the failure by Motorola to comply with any contractual requirements it might have to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Motorola of: (1) personal data in any format or (2) Confidential Information; (b) misappropriation that results in the violation of any applicable data privacy laws or regulations; or (c) any other act, error, or omission by Motorola in its capacity as such which is reasonably likely to result in the unauthorized disclosure of personal data or Confidential Information.

15.6. INTELLECTUAL PROPERTY INDEMNIFICATION

15.6.1. Motorola will defend at its expense any suit brought against City to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: City promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit with reasonable input from, and final approval of any settlement by the City, and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

15.6.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

15.6.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City from sales or license of the infringing Motorola Product.

15.6.4. This Section 15 provides City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 16.

Section 16 LIMITATION OF LIABILITY

16.1. TO THE EXTENT PERMITTED BY FLORIDA LAW, 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 TOTAL OF ALL AMOUNTS PAID BY CITY TO MOTOROLA UNDER THIS AGREEMENT. DAMAGES OR LOSSES WHICH RESULT FROM (I) PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY, (II) THIRD PARTY CLAIMS ARISING UNDER ANY OF THE INDEMNITY PROVISIONS OF THIS AGREEMENT THAT ARISE FROM PERSONAL INJURY, DEATH OR DAMAGE TO TANGIBLE PROPERTY, (III) CLAIMS ALLEGING AN INFRINGEMENT OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY, OR (IV) CLAIMS COVERED BY ANY INSURANCE POLICIES REQUIRED UNDER THIS AGREEMENT ARE EXCLUDED FROM THIS LIMITATION OF LIABILITY. THESE LIMITATIONS ARE IN NO WAY TO BE CONSTRUED AS A WAIVER OR LIMITATION BY CUSTOMER OF ITS SOVEREIGN IMMUNITY ACCORDED BY THE FLORIDA CONSTITUTION AS CODIFIED IN SECTION 768.28, FLORIDA STATUTES.

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 SOLUTIONS PURSUANT TO THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND APPLIES NOTWITHSTANDING ANY CONTRARY PROVISION.

16.2. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

Section 17 INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, Motorola shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and Motorola shall require its subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits in amounts stated below:

Insurance Coverages Schedule Limits

Worker's Compensation Florida Statutory Coverage Employer's Liability Limit

$500,000 Disease Policy
$100,000 Each Accident
$100,000 Each Employee/Disease

This insurance shall cover Motorola (and Motorola will make certain that its subcontractors, if any, have the Florida Statutory Coverage) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability

$2,000,000	General Aggregate
$2,000,000	Products & Comp. Ops. Agg.
$1,000,000	Personal/Advertising Injury
$1,000,000	Each Occurrence
$ 50,000	Fire Damage
$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit (Coverage for all automobiles, owned, hired or non-owned used in performance of the Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability (including Cyber Liability & Data Storage) $1,000,000 per Claim and Aggregate
Such insurance shall cover the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Professional Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall include the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2026, Automobile Liability CA2048.

B. Waiver of Subrogation. The Workers' Compensation insurance policy shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Motorola's Insurance Primary. The insurance provided by Motorola, except Workers' Compensation and Professional Liability, shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured, Motorola. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and applicable agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

E. Motorola's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Motorola or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or applicable agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. Waiver/Estoppal. Neither approval by City nor failure to disapprove the insurance furnished by Motorola shall relieve Motorola of Motorola's full responsibility to provide insurance as required under this Agreement.

G. Certificates of Insurance. Motorola shall provide the City Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. Motorola shall provide a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of Motorola under this

Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably request additional insurance coverage in amounts responsive to those liabilities, which may or may not require that the City also be included as an additional insured.

Section 18 RECORDS

Motorola acknowledges and agrees that City is subject to the Florida Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act") and to certain provisions of Chapter 286, Florida Statutes, relating to public meetings and records. Motorola also acknowledges and agrees that City has certain obligations to allow for inspection and copying of public records pursuant to Article I, Section 24 of the Constitution of the State of Florida (the "Constitution", and together with the Public Records Act and the applicable parts of Chapter 286, Florida Statutes, the "Sunshine Laws"). City is subject to certain disclosure requirements under the Sunshine Laws, and such disclosure requirements shall be superior to and shall supersede any confidentiality restrictions or other obligations imposed on City under this Agreement. If a request is made of City to view such Confidential Information, City will promptly notify Motorola of such request and the date that such records will be released to the requester unless Motorola obtains a court order enjoining such disclosure. If Motorola fails to obtain that court order enjoining disclosure, City will release the requested information on the date specified. Such release shall be deemed to be made with Motorola's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property; nor will such release be deemed to be a breach of this Agreement or any provision thereof. In addition, either party may disclose all or any portion of the Confidential Information without liability (a) as required by law, regulation, court order, (b) as requested by any governmental authority or any representative of any thereof with legal authority to compel disclosure, (c) pursuant to subpoena or other legal process, or (d) in any action or proceeding arising out of or related to this Agreement among the parties hereto, to the extent and only to the extent such disclosure is necessary for the parties to defend such action. **IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 18 AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION 18 SHALL CONTROL.**

Section 19 CONFIDENTIALITY AND PROPRIETARY RIGHTS

19.1. CONFIDENTIAL INFORMATION.

19.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except that the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and

royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

19.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

19.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

19.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third-party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

19.3. VOLUNTARY DISCLOSURE

Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide the City with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

Section 20 DATA AND FEEDBACK

20.1. City Data. To the extent permitted by law, City retains ownership of City Data. Subject to the limitations set forth in Exhibit H, City grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such City Data solely for the purpose of providing the Services to the City. Motorola agrees to institute commercially reasonable security measures to prevent and detect unauthorized physical and/or remote access to City Data in its possession. Motorola shall immediately notify the City in writing of any breach of security and/or unauthorized access to City Data. Upon expiration or termination of this Agreement, said license shall expire, and Motorola shall

transfer, at no cost to the City, all City Data in its possession in a format that is compatible with the City's information technology systems.

20.2. Feedback. The Parties agree that all fixes, modifications, and improvements to the Products conceived of or made by Motorola that are based, either in whole or in part, on the Feedback and all right, title, and interest in and to such fixes, modifications, or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

Section 21 GENERAL

21.1 MAXIMUM INDEBTEDNESS. The maximum indebtedness of City for all fees and charges pursuant to this Agreement shall not exceed the total sum of **SEVEN MILLION NINE HUNDRED NINETY-FOUR THOUSAND SIX HUNDRED TWELVE DOLLARS ($7,994,612.00).** In the event funds for this Agreement are not appropriated, City may terminate this Agreement with prompt notice to Motorola. In the event of termination for non-appropriations, City agrees to pay Motorola for all services performed up to the date of termination.

21.2. RETENTION OF RECORDS/AUDIT. Motorola and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the performance of the Services ("Records") and shall make such Records available at all reasonable times for inspection and/or audit by City during the period of the Agreement and for three (3) years from the date of final payment for the System and the Services under this Agreement during Motorola's regular business hours.

21.3. COMPLIANCE WITH LAWS. As required by Section 126.108(b), *Ordinance Code,* Motorola must comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time applicable to Motorola. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchase of the System and the Services contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, Motorola must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

21.4. NON-DISCRIMINATION. Motorola represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or non-harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Motorola agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however,* that Motorola shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of this Agreement. Motorola agrees that, if any of the Services to be provided pursuant to this Agreement are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

21.5. PUBLIC RECORDS. In accordance with Section 119.0701, Florida Statutes, Motorola shall:

(i) Keep and maintain public records required by City to perform the Services; and
(ii) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
(iii) 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 this Agreement if Motorola does not transfer the records to City; and

(iv) Upon completion of this Agreement, transfer to City at no cost all public records in possession of Motorola or keep and maintain public records required by City to perform the Services. If Motorola transfers all public records to City upon completion of this Agreement, Motorola shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Motorola keeps and maintains public records upon completion of this Agreement, Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST.@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

21.6. ASSIGNABILITY AND SUBCONTRACTING. 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 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. In all cases, Motorola will be responsible for the acts or omissions of its subcontractors. Motorola will ensure that all relevant contractual obligations will flow down to the subcontractors and will be incorporated into the subcontracts (including, but not limited to, the obligations relating to insurance, indemnification, delays, public records, non-discrimination, audits, security, location of services, termination, transition assistance, warranties, and the manner in which the Services are to be performed).

21.7. WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

21.8. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

21.9. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

21.10. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as

a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

21.11. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

21.12. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services.

21.13. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

21.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 7.2 and 7.3 (Contract Price and Invoicing and Payment); Subsection 11.8 (Disclaimer of Other Warranties); Section 13 (Disputes); Section 16 (Limitation of Liability); Section 19 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 21.

21.15. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. 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. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any City purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____

Name: Daniel Sanchez

Title: Territory Vice President

Date: 12/17/2021

City of Jacksonville

By: _____ Lenny Curry

Name: _____

Title: Mayor

Date: 12/28/2021

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

ATTEST:

James R. McCain, Jr.
Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

By: _____
Office of General Counsel

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpanded, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance

Contract 71516-22