PROPRIETARY AWARD **BID # SP-0412-14**

Subject: Motorola ASTRO25 Platform Life Cycle Services Equipment

Department: Information Technologies Division

Description of Purchase: Recommend approval of proprietary award to Motorola Solutions to provide software and hardware updates to First Coast Radio System (FCRS) First Responders, JSO, JFRD and other public service departments for the fourth (4) year of a ten (10) year contract with the City of Jacksonville. Period of service is from October 1, 2016 through September 30, 2017. Total revised estimated expenditure in the amount of $501,100.00, for a not to exceed expenditure amount of $2,031,000.00.

Funding Source: AFIT534RM-04662 - To be executed by formal contract amendment #4 through the Office of General Counsel (Contract #7664-10)

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2016. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Proprietary Award To: Motorola Solutions

Price Justification: See Attached

Total Award: $ 2,031,000.00 Requisition # N/A

Attachments: Recommendation Memo, Contract, Previous Awards

Certification as to Proprietary Source: Kenneth Lathrop, Chief, Information Technologies Division

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

Analyst: Chelsey Renfroe

Gregory Pease, 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

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

09/23/16 14:22:19
COJ - Procurement Division

September 22, 2016

TO: **Greg Pease, Chief of Procurement Division**

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

FROM: **Thomas Ossi, Technology Contract and Records Manager** Thomas Ossi

SUBJECT: **Motorola Astro25 Platform Life Cycle Services Equipment – Proprietary Award SP-0412-14**

ITD Management respectfully submits to the Procurement Division for approval to enter into the fourth year of the SUA II services agreement. The Astro25 Platform is an integrated end-to-end solution designed for delivery of mission-critical land mobile radio services for First Coast Radio Systems (FCRS) First Responders, JSO and JFRD, public services departments, and other authorities.

SP-0412-14 Motorola Astro25 Platform Life Cycle Services Equipment was originally awarded December 19, 2013 on City Contract # 7664-10 with Motorola Solutions, Inc.

The term of the agreement is a ten year term agreement. The period of service for the fourth year is from October 1, 2016 through September 30, 2017 in the amount of $501,100.00, for a not to exceed expenditure amount of $2,031,000.00.

Funding Source: AFIT534RM - 04662. Upon approval of this award Accounting Division will complete the contract encumbrance for payment to Motorola Solutions, Inc.

Attachments: Bid # SP-0412-14
City Contract 7664-10

Your favorable consideration of our request is greatly appreciated.

cc: **Kim Laidler, Radio Communications Manager, ITD**

SUA Addendum

To Motorola Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the City of Jacksonville, FL ("Customer") enter into this Addendum to the Service Agreement No. S00001020143 between the parties, pursuant to which Customer will purchase and Motorola will sell the Services, as described below. Motorola and Customer 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 Exhibits A through C will be resolved in their listed order.

Exhibit A	SUA II Statement of Work
Exhibit B	Services Agreement
Exhibit C	Discount Schedule

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "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 or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. 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 thirty (30) 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.

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

2.3. "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, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

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

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

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

2.7. "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 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.

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

2.9. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit A. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute anySoftware or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit A, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Customer's existing Software License Agreement attached as Exhibit A to the parties' Communications System Agreement dated December 28, 2009 ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer 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. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, 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 Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer 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).

4.5. 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 for ten (10) years.

Section 5 EXCLUDED SERVICES

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

Section 6 TIME AND PLACE OF SERVICE

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

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $5,119,600.00. Contract Price includes the Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Software and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Notwithstanding anything in this Agreement to the contrary, the $5,119,600 Contract Price is Customer's maximum indebtedness for all other fees and charges under this Agreement.

7.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit B and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution under Florida Statute Section 218.70, et.seq. *(Florida's Prompt Payment Act). Overdue invoices will bear simple interest at the maximum allowable* rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

Section 8 WARRANTY

8.1 SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2 MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit A.

8.3. EXCLUSIONS TO 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; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; and Customer's failure to comply with all applicable industry and OSHA standards.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. 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 Customer) repair the defective Motorola Software, replace it with the

same or equivalent product, or refund the price of the defective 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 Customer 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 replaced products or parts will become the property of Motorola.

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

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR 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 AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

9.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2 *If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise* agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3 Should the Customer elect to discontinue the ASTRO 25 SUA II before the ten (10)-year term, additional payment(s) may be necessary at the time of reinstatement to cover the period for which coverage was discontinued. In addition, previously used discounts are not guaranteed.

Section 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's and the Customer'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 Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of 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 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.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. 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 discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. 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.

Section 13 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 Customer the Software or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell 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.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

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

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

15.2 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.

15.3 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Dispute, either Party may then submit the Dispute to a court of competent jurisdiction in the State of 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.

15.4 CONFIDENTIALITY. All communications pursuant to subsections 15.2 and 15.3 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 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice.

16.2 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. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a 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.

16.4. 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.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement 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.

16.6. HEADINGS AND SECTION REFERENCES. 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.

16.7. 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 amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer 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.

16.8. 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 shown below 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.

Motorola Solutions, Inc.	Customer
Attn: Judy Jean-Pierre, Legal & Government Affairs	Attn: Office of General Counsel

1303 E. Algonquin Road, IL01-8th floor
Schaumburg, IL 60196
fax: 847-576-0721

117 West Duval Street, Ste 480
Jacksonville, FL 33202
fax: 904-630-1731

16.9 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 System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10 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.

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

16.12 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.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes), and all of the General provisions in Section 16.

16.14 DIMUNITION OF RIGHTS. The Parties acknowledge and agree that nothing in this Agreement shall be construed as or have the effect of diminishing any rights Customer obtained with respect to the System, the software or the equipment pursuant to the parties' Communications System Agreement dated December 28, 2009.

16.15 ADDITIONAL PROVISIONS. Sections 13.1, 13.7, 13.8, 13.9, 15.3, 16.1, 16.12, 16.13 and 16.14 of the parties' Communications System Agreement dated December 28, 2009 are hereby incorporated into this Agreement.

Except as specifically amended herein, all other terms and conditions of the Service Agreement No. S00001020143 shall remain the same. The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By:	By: Karen Bowling
Name: Marshall Wright	Name: Alvin Brown
Title: MSSSI VP & Director, Sales	Title: Mayor
Date: 12/10/13	Date: 12/30/13

ATTEST

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the first year of the foregoing Motorola Service Agreement and SUA Addendum; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

7664-10

G:\Gov't Operations\NEILLM\MISCDOCS\!DirFin#2&Form Approval.wpd

MOTOROLA SOLUTIONS

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.

1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.

1.3 Motorola agrees to provide minor software upgrades, known as "patch releases", which may include commercial Operating Software ("OS") and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola's service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola's discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.

1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions form the current shipping release version.

1.4 The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.

1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.

1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN

switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software

1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.

1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:

1.11.1 Servers

1.11.2 PC Workstations

1.11.3 Routers

1.11.4 LAN Switches

1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:

1.12.1 GTR 8000 Base Stations

1.12.2 GCP 8000 Site Controllers

1.12.3 GCM 8000 Comparators

1.12.4 MCC 7500 Console Operator Positions

1.12.5 STR 3000 Base Stations

1.12.6 Quantar Base Stations

1.12.7 Centracom Gold Elite Console Operator Interface Electronics

1.12.8 Centracom Gold Elite Central Electronics Banks

1.12.9 Ambassador Electronics Banks

1.12.10 Motorola Gold Elite Gateways

1.12.11 ASTROTAC Comparators

1.12.12 PSC 9600 Site Controllers

1.12.13 PBX Switches for Telephone Interconnect

1.12.14 NFM/NFM XC/MOSCAD RTU

1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.

1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.:

1.15.1 Review infrastructure system audit data as needed.

1.15.2 Identify additional system equipment needed to implement a system release, if applicable.

1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

1.15.5 Program management support required to perform the system upgrade.

1.15.6 Field installation labor required to perform the system upgrade.

1.15.7 Upgrade operations engineering labor required to perform the system upgrade.

1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

1.18 Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity.

1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should

the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.

1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

1.21.3 Provide or purchase labor to implement optional system release features or system expansions.

1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.

1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.

1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.

1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.

1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.

1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- NICE Pell Inform
- MCC5500 Dispatch Consoles

- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as Microwave terminals and association multiplex equipment

2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.

2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.

2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.

2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola's software intellectual property rights.

3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.

3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:

- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
- Customer breaches the Software License Agreement or other applicable agreement
- Customer's rights to use the software under the Software License Agreement expire or are terminated
- Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make change s to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	2013 to 2022
Master Site Configuration	M3
Zones in Operation (including DSR and Dark Master Sites)	1
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI, CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	5
RF System	
Voice RF Sites & RF Simulcast Sites	12
Repeaters/Stations (FDMA)	286
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	11
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPIM)	77
Conventional Channel Gateways (CCGW)	28
Conventional Site Controllers (GCP 8000 Controller)	11
Logging System	
Number of MIS Servers	2
Number of Voice Logging Recorder	2
Number of Logging Replay Clients	2
Network Management and MOSCAD NFM	
Network Management Clients	2
MOSCAD NFM Systems	1
MOSCAD NFM RTUs	29
MOSCAD NFM Clients	1
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	9566
Voice Subscribers APX	50
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	3
Workstations - Mid Performance	13
Servers - High Performance	4.5
Servers - Mid Performance	4.95
LAN Switch - High Performance	3
LAN Switch - Mid Performance	36
Routers	60
Training	
# of onsite, instructor-led, 3-day training sessions	0

MOTOROLA *SOLUTIONS*

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001020143
Contract Modifier: RN04-JUN-13 18:52:58

Date: 08/15/2013

Company Name:	Jacksonville, City Of
Attn:	
Billing Address:	1020 Superior St
City, State, Zip:	Jacksonville,FL,32254
Customer Contact:	Paul Freeman
Phone:	(904)255-8062

Required P.O.:	No
Customer # :	1000052712
Bill to Tag # :	0002
Contract Start Date:	10/01/2013
Contract End Date:	09/30/2023
Anniversary Day:	Sep 30th
Payment Cycle:	ANNUAL
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SVC04SVC0169A	***** Recurring Services ***** SYSTEM UPGRADE AGREEMENT II	$	$5,119,600.00
		Subtotal - Recurring Services	$	$5,119,600.00
		Subtotal - One-Time Event Services	$ .00	$ .00
		Total	$	$5,119,600.00
		Taxes		
		Grand Total	$	$5,119,600.00

SPECIAL INSTRUCTIONS - *ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS*

* Please refer to the following table for Annual Payment schedule.

Year	Fiscal Year	Product	Payment Schedule for 10 Year Commitment
1	10/01/2013 to 09/30/2014	SUA II	$584,500
2	10/01/2014 to 09/30/2015	SUA II	$530,100
3	10/01/2015 to 09/30/2016	SUA II	$497,500
4	10/01/2016 to 09/30/2017	SUA II	$501,100
5	10/01/2017 to 09/30/2018	SUA II	$504,800
6	10/01/2018 to 09/30/2019	SUA II	$508,700
7	10/01/2019 to 09/30/2020	SUA II	$512,800
8	10/01/2020 to 09/30/2021	SUA II	$516,800
9	10/01/2021 to 09/30/2022	SUA II	$520,800
10	10/01/2022 to 09/30/2023	SUA II	$525,000
		Total	$5,119,600

Subcontractor(s)	City	State
MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL

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

Karen Bowling — Mayor — 12/3/13
AUTHORIZED CUSTOMER SIGNATURE — TITLE — DATE

Karen Bowling
CUSTOMER (PRINT NAME)

Karen Bowling
Chief Administrative Officer
~~For: Mayor Alvin Brown~~
Under Authority of:
Executive Order No. 2013-04

Marshall Wright — MSI VP & Director, Sales — 12/10/13
MOTOROLA REPRESENTATIVE — TITLE — DATE

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED

ASSISTANT GENERAL COUNSEL

Alexander Cordova
MOTOROLA REPRESENTATIVE(PRINT NAME)

850-294-5559
PHONE

Company Name: Jacksonville, City Of
Contract Number: S00001020143
Contract Modifier: RN04-JUN-13 18:52:56
Contract Start Date: 10/01/2013
Contract End Date: 09/30/2023

Service Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in

other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events 5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes ; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge,a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services.

Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement,the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services,Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price

of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior
written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

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

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

Exhibit C Discount Schedule

Year	Fiscal Year	Product	Payment Schedule without 10 Year Term	Payment Schedule for 10 Year Term	Discounts and Waived Continuity
	Continuity Charge				196,900.00
1	10/01/2013 to 09/30/2014	SUA II	571,444.00	514,300.00	57,144.00
2	10/01/2014 to 09/30/2015	SUA II	575,667.00	518,100.00	57,567.00
3	10/01/2015 to 09/30/2016	SUA II	552,778.00	497,500.00	55,278.00
4	10/01/2016 to 09/30/2017	SUA II	556,778.00	501,100.00	55,678.00
5	10/01/2017 to 09/30/2018	SUA II	560,889.00	504,800.00	56,089.00
6	10/01/2018 to 09/30/2019	SUA II	565,222.00	508,700.00	56,522.00
7	10/01/2019 to 09/30/2020	SUA II	569,556.00	512,600.00	56,956.00
8	10/01/2020 to 09/30/2021	SUA II	574,000.00	516,600.00	57,400.00
9	10/01/2021 to 09/30/2022	SUA II	578,667.00	520,800.00	57,867.00
10	10/01/2022 to 09/30/2023	SUA II	583,444.00	525,100.00	58,344.00
		Total	5,688,445.00	5,119,600.00	765,745.00

Note:

1). Annual Payments will be invoiced at commencement of each period, net 30.

2). Multi-year price only applies for full term commitments.

PROPRIETARY AWARD **BID # SP-0412-14**

Subject: Motorola ASTRO25 Platform Life Cycle Services Equipment

Department: Information Technologies Division

Description of Purchase: Recommend approval of proprietary award to Motorola Solutions to provide software and hardware updates to First Coast Radio System (FCRS) First Responders, JSO, JFRD and other public service departments. Period of service is from date of award through September 30, 2014, in the not to exceed expenditure amount of $514,300.00.

Funding Source: OPIT534RM-04662
Proprietary Award To: Motorola Solutions

Price Justification: See Attached

Total Award: $ 514,300.00 Requisition # N/A

Attachments: Sole Source Form, Vendor Letter, Vendor Quote

Certification as to Proprietary Source:
Paul Martinez, Director, Intra-Governmental Services Department

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

Analyst: Annette L. Burney
MR

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 12/19/13

ACTION OF AWARDING AUTHORITY DATE: 12/20/13

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION Karen Bowling

FORM GB-114, Revised 12/2007

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

PROPRIETARY AWARD **BID # SP-0412-14**

Subject: Motorola ASTRO25 Platform Life Cycle Services Equipment

Department: Information Technologies Division

Description of Purchase: Recommend approval of proprietary award to Motorola Solutions to provide software and hardware updates to First Coast Radio System (FCRS) First Responders, JSO, JFRD and other public service departments for the second year of a ten (10) year contract with the City of Jacksonville. Period of service is from October 1, 2014 through September 30, 2015. Total revised estimated expenditure in the amount of $518,100.00, for a not to exceed expenditure amount of $1,032,400.00.

Funding Source: OPIT534RM-04662 - To be executed by formal contract amendment through Office of General Counsel

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2014. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Proprietary Award To: Motorola Solutions

Price Justification: See Attached

Total Award: $ 1,032,400.00 Requisition # N/A

Attachments: Recommendation Memo, Contract, Previous Award

Certification as to Proprietary Source: Usha Mohan, Chief, Information Technologies Division

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

MR

Analyst: Annette L. Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

~~CHAIRMAN~~

09/18/14
DATE

ACTION OF AWARDING AUTHORITY DATE: 9/19/14

APPROVED ✓ DISAPPROVED

OTHER

Karen Bowling
~~Chief Administrative Officer~~
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

SIGNATURE OF AUTHENTICATION Karen Bowling

FORM G8-114, Revised 12/2007

PROPRIETARY AWARD **BID # SP-0412-14**

Subject: Motorola ASTRO25 Platform Life Cycle Services Equipment

Department: Information Technologies Division

Description of Purchase: Recommend approval of proprietary award to Motorola Solutions to provide software and hardware updates to First Coast Radio System (FCRS) First Responders, JSO, JFRD and other public service departments for the third year of a ten (10) year contract with the City of Jacksonville. Period of service is from October 1, 2015 through September 30, 2016. Total revised estimated expenditure in the amount of $497,500.00, for a not to exceed expenditure amount of $1,529,900.00.

Funding Source: OPIT534RM-04662 - To be executed by formal contract amendment #3 through the Office of General Counsel (Contract #7664-10)

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2015. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Proprietary Award To: Motorola Solutions

Price Justification: See Attached

Total Award: $ 1,529,900.00 Requisition # N/A

Attachments: Recommendation Memo, Contract, Previous Awards

Certification as to Proprietary Source: Kenneth Lathrop, Interim Chief, Information Technologies Division

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

Analyst: Annette L. Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 9-24-15

ACTION OF AWARDING AUTHORITY DATE: 9/24/15

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

FORM GB-114, Revised 12/2007

SP-0412-14	Motorola Solutions	
12/20/2013	$514,300.00	Award
9/19/2014	$518,100.00	1st Renewal
9/24/2015	$497,500.00	2nd Renewal
Pending	$501,100.00	3rd Renewal

$2,031,000.00 Total Award