SINGLE SOURCE AWARD **BID # SS-0254-18**

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System
Department: Information Technologies Division

Description of Purchase:
Recommend approval for Change Order No. FLP171208A CO 002 with Motorola Solutions, Inc. to allow additional agencies to participate in the PremierOne integrated public safety system by adding PremierOne CAD Mobile Site Licenses onto the PremierOne system. There are no additional fees associated with this change. The total expenditure to remain $3,668,836.00.

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $3,668,836.00 **Requisition**: N/A

Attachments: Recommendation Memo, Vendor Change Order, Contract, Previous Awards

Certification as to Single Source: Kenneth Lathrop, Chief, Information technologies Division

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

Analyst: Chelsey Fleming

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 _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

05/17/18 16:03:53
Procurement Division

May 16, 2018

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

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

JPS 5-16-18

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

SUBJECT: **SS-0254-18 Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System Change Order No. 002**

The Information Technologies Division is requesting approval to enter into Motorola Change Order No. 002 with Motorola Solutions, Inc. and the City of Jacksonville.

ITD Management and JSO Management recommend approval of Change Order # FLP171208A CO 002. The change order request document is to allow additional agencies to participate in the PremierOne integrated public safety system. The additional clarification language is for any interested agencies to add PremierOne CAD Mobile Site Licenses onto the PremierOne system.

There are no additional fees associated with this change. The total expenditure to remain at $3,668,836.00.

Your favorable approval of this request is appreciated.

CC: Pieter Jansen, Senior Project Manager, ITD
Michael Turner, PMO Manager

Attachments: Change Order No. 002

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

MOTOROLA

CHANGE ORDER # FLP17I208A CO 002

Date:	5/8/2018
Project Name:	Jacksonville FL P1 CAD Migration
Project Number:	FLP17I208A
Customer Name:	City of Jacksonville, FL
Customer Project Mgr.:	Steven Christian
Contract Number and Date	**Number: 7664-14** **Date: 12/18/2017**

In accordance with the terms and conditions of the above identified contract between Customer and Motorola Solutions, Inc., the following terms and provisions are mutually agreed to:

Purpose of Change Order
This information only change order is to clarify the agencies that are participating in the Jacksonville PremierOne system site license. The Change Order will therefore revise the language found within the Motorola Proposal 17-PS-75054. The Motorola Proposal is referenced as part of Section 2, Scope of Work from the Addendum (7664-14) to the Maintenance and Support Agreement formally executed on December 18, 2017. Paragraph three (3) of Section 1.2 PremierOne Enterprise Site License Terms is revised as follows:

The City of Jacksonville Sheriff's Office has confirmed the number of concurrent mobile licenses included as the basis for the site license far exceeds the peak number of concurrent mobile users originally planned for the system. As such, the City has requested to clarify the agencies that will be included within the PremierOne Mobile Site License to the following agencies located within Duval County, FL: Jacksonville Sheriff's Office, Jacksonville Fire & Rescue Department, Atlantic Beach Police Department, Duval County School Police Department, Jacksonville Aviation Authority Police Department, Jacksonville Beach Police Department, Neptune Beach Police Department, and the University of North Florida Police Department.

The site license for PremierOne CAD Licenses remains unchanged and includes Jacksonville Fire & Rescue Department and Jacksonville Sheriff's Office only. Additional agencies may participate in the PremierOne system by adding licenses through the purchase or migration of licenses from Premier CAD and Premier MDC (Seat, Concurrent, or Enterprise). Motorola Solutions will present a Support Agreement Addendum to any interested agencies within Duval County that have existing legacy Premier CAD licenses currently under a valid Support Agreement, allowing those agencies to add equivalent PremierOne CAD licenses onto the Jacksonville PremierOne system.

Contract Price Adjustments

Original Contract Value:	**$3,668,836.00**
Previous Change Order amounts for Change Order numbers NA through 001	0
This Change Order:	0
New Contract Value:	**3,668,836.00**

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Completion Date Adjustments

Original Completion Date:	No change
Current Completion Date prior to this Change Order:	No Change
New Completion Date:	No schedule impact

Schedule Changes: *(describe change or N/A)*
No change in end date

Pricing Changes: *(describe change or N/A)*
Total Contract Value remains unchanged.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.	**Customer**
By:	By: _____
Name: William C. Daniels	Name: _____
Title: Regional Deployment Manager	Title_____
Date: 8 May 2018	Date: _____

Reviewed by: Steven J. Christian, Motorola Project Manager _____ Date: 5/8/2018 _____

Ossi, Thomas

From: Jansen, Pieter
Sent: Monday, May 14, 2018 9:33 AM
To: Brown, Elizabeth; Ossi, Thomas; Ciprian, Alexander
Subject: 021267|CAD System Upgrade | Change order for add on agencies
Attachments: 021267|CAD System Upgrade | Change order for add on agencies

Tom and Alex,
For your information.
Below is JSO/Adam Pendley email approval of the change order #2.
Attached is original email sent to JSO CAD team requesting approval for change order #2.

Thank you

Pieter Jansen
Senior Project Manager
City of Jacksonville | Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
Office: 904.255.8099
Cell: 301.471.3432
www.coj.net

ONE CITY. ONE JACKSONVILLE.

From: Pendley, James A. [mailto:James.Pendley@jaxsheriff.org]
Sent: Saturday, May 12, 2018 11:08 AM
To: Jansen, Pieter; Diaz, Vickie D.; Van Gorder, James M.
Subject: RE: 021267|CAD System Upgrade | Change order for add on agencies

Pieter,

The language matches our discussions and this change order is acceptable. Is a signature and scanned return document required; am I authorized to sign; and/or is this email for acceptance sufficient?

Adam.

From: Jansen, Pieter [mailto:PJansen@coj.net]
Sent: Wednesday, May 09, 2018 2:34 PM
To: Diaz, Vickie D.; Pendley, James A.; Van Gorder, James M.
Subject: 021267|CAD System Upgrade | Change order for add on agencies

Adam,
Please review the attached change order for language adding the other agencies.

Pieter Jansen
Senior Project Manager
City of Jacksonville | Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
Office: 904.255.8099
Cell: 301.471.3432
www.coj.net

ONE CITY. ONE JACKSONVILLE.

From: Steve Christian [mailto:steven.christian@motorolasolutions.com]
Sent: Tuesday, May 08, 2018 10:55 AM
To: Jansen, Pieter
Subject: Change Orders

Pieter,
Here is the new CO 002 along with CO 001 for your convenience. As soon as CO 001 is executed, I can order 4.3.

Steve

Steven Christian, PMP
Motorola Solutions, Senior Project Manager
(C)813-417-3997
Email: steven.christian@motorolasolutions.com

7664-14

Addendum to Maintenance and Support Agreements

This **Addendum to Maintenance and Support Agreements** ("Addendum"), effective as of December 18, 2017 (the "Effective Date"), is entered into by the City of Jacksonville, a municipal corporation existing under the Constitution and laws of the State of Florida, for and on behalf of the Jacksonville Sheriff's Office and the Jacksonville Fire and Rescue Department ("Customer") and Motorola Solutions, Inc., a Delaware corporation authorized to conduct business in the State of Florida ("Motorola").

Recitals

Customer, for and on behalf of the Jacksonville Sheriff's Office ("JSO"), is a party to a Maintenance and Support Agreement dated May 25, 2012 (Motorola Contract No. 561 and Customer Contract No. 7664-09), pursuant to which Motorola agreed to provide maintenance and support services for certain hardware, software and services purchased by Customer from Motorola (the "JSO Maintenance Agreement").

Customer, for and on behalf of the Jacksonville Fire and Rescue Department ("JFRD"), is a party to a Maintenance and Support Agreement dated May 27, 2014 (Motorola Contract No. 562 and Customer Contract No. 7664-11), pursuant to which Motorola agreed to provide maintenance and support services for certain hardware, software and services purchased by Customer from Motorola (the "JFRD Maintenance Agreement").

Under the terms of both the JSO Maintenance Agreement and the JFRD Maintenance Agreement (collectively referred to herein as the "Legacy Maintenance Agreements"), Customer has the contract right to request new Product Releases offered by Motorola and Customer has requested that Motorola provide a Product Release(s) referred to as Motorola PremierOne.

Except where specifically noted as a Customer responsibility, Motorola has agreed to provide Customer with the hardware and software necessary for Customer to use its Motorola PremierOne integrated public safety system, including its PremierOne CAD and PremierOne Mobile systems (the "System") described in the PremierOne CAD and Mobile Migration 17-PS-75054 document dated August 18, 2017 which document is on file with Customer's Information Technologies Division and incorporated into this Addendum as if fully set forth in this Agreement (the "**Motorola Proposal**") and the related upgrade, migration, integration, interfaces, licenses, training and other services described in the **Motorola Proposal** (the "Services").

Agreement

1. Contract Price. Motorola shall provide the System and the Services for THREE MILLION SIX HUNDRED SIXTY-EIGHT THOUSAND, EIGHT HUNDRED THIRTY-SIX AND NO/100 DOLLARS ($3,668,836.00) (the "Contract Price"). A Pricing Summary and Equipment List are attached to the **Motorola Proposal** as Section 7. Customer shall pay the Contract Price to Motorola in accordance with the Payment Schedule attached to the **Motorola Proposal** as Section 10.

2 Scope of Work. Motorola shall provide the System and the Services in accordance with the terms of the Legacy Maintenance Agreements, this Addendum and the following Sections of the **Motorola Proposal**:

Section 1. Technical Solution Summary Document;

Section 2. Implementation Plan;

Section 3. Statement of Work;

Section 4. Performance Schedule;

Section 5. Training Plan;

Section 6. PremierOne Geographic Information Systems (GIS) Data Requirements;

Section 7. Proposal Pricing

Section 8. Functional System Descriptions;

Section 9. Addendum to Maintenance and Support Agreement;

Section 10. Payment Schedule;

Section 11. Microsoft SQL Server End User License Agreements;

Motorola shall also provide the System and the Services in accordance with CAD 2016 MSI Response to JSO-JERD Business Requirements-Compliance Matrix v3.3 Final.xlsx which document is on file with Customer's Information Technologies Division and incorporated into this Addendum as if fully set forth in this Agreement ("Customer's Requirements").

Notwithstanding anything to the contrary in this Addendum or the Legacy Maintenance Agreements, in the event of any conflict the contract documents described in this Addendum shall have priority in the following order: (1) this Addendum, (2) Customer's Requirements, (3) the Motorola Proposal, (4) the JERD Maintenance Agreement, and (5) the JSO Maintenance Agreement.

By executing this Addendum, Customer authorizes Motorola to proceed with its contract performance under this Addendum, and Customer affirms that execution of this Addendum is the only Notice to Proceed that Motorola will receive for the provision of the System and the Services except as otherwise provided in the Motorola Proposal. Customer affirms that $3,668,836.00 of funding for the System and the Services has been included in Customer's annual budget ordinance for its fiscal year 2017-2018 and has been encumbered for the System and the Services. Customer will pay all proper invoices as received from Motorola in accordance with the terms of this Addendum.

Motorola will pre-pay all freight charges. Title and risk of loss to the Equipment will pass upon Customer's receipt of shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

3 Warranty. Except as provided in the Software License Agreement attached to this Addendum as Exhibit A, the Motorola Application Software migrated to PremierOne is not subject to warranty pursuant to this Addendum and upon delivery will be covered under a Maintenance and Support Agreement for the System to be executed simultaneously with the execution of this Addendum (the "New Maintenance Agreement"). As to any new third party

hardware and software, Motorola will pass through to Customer any warranty from the third party manufacturer. The base price of the new software licenses provided under this Addendum includes one (1) year of support as described in the Maintenance and Support Agreements, as amended.

4 Maintenance.

4.1 Motorola will continue to provide maintenance and support services to JSO and JFRD without interruption under the Legacy Maintenance and Support Agreements. The System, including any third party hardware and software will be covered under the New Maintenance Agreement upon acknowledgement of the successful completion of the thirty (30) day reliability test periods as described in Section 3.14 of the Motorola Proposal ("Final Acceptance"). The Legacy Maintenance Agreements shall terminate as of the date of Final Acceptance.

4.2 Motorola will prorate the maintenance and support charges under the Legacy Maintenance Agreements as of the date of Final Acceptance. Thereafter, maintenance and support for the System shall be covered under the New Maintenance Agreement.

4.3 Software. The new Software Licenses will be subject to the terms of the Customer's Motorola Software License Agreement, Exhibit A.

5 General Terms and Conditions

5.1 The Contract Price excludes applicable sales, use, or similar taxes and freight. Title and risk of loss to equipment or parts will pass to Customer upon receipt and acceptance by Customer. Title to software will not pass to Customer at any time. Motorola acknowledges that Customer 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 Buyer.

5.2 EXCEPT AS PROVIDED HEREIN OR IN THE MOTOROLA PROPOSAL OR NEW MAINTENANCE AGREEMENT, MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 The term of this Addendum shall begin on the Effective Date and shall terminate on Final Acceptance as defined in Section 4.1 of this Addendum, unless terminated earlier as provided herein.

6. 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 CUSTOMER 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.

6.1 Confidential Information and Preservation of Proprietary Rights. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-Motorola Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Notwithstanding the foregoing or any other provision of this Addendum or the Legacy Maintenance Agreements to the contrary, Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, records provided to Customer in connection with this Addendum or the Legacy Maintenance Agreements are public records unless exempt by law. If Motorola considers any portion of such records to be exempt from disclosure under Florida law, Motorola must provide Customer with a separate redacted copy of the records and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. Motorola shall be responsible for defending its determination that the redacted portions of the records are confidential, trade secret or otherwise not subject to disclosure. Further, Motorola shall protect, defend and indemnify Customer for any and all claims arising from or relating to Motorola's determination that the redacted portions of the records are confidential, trade secret, or otherwise not subject to disclosure. If Motorola fails to submit a redacted copy of the information claimed to be confidential, Customer is authorized to produce the records in answer to a public records request.

7. Maximum Indebtedness. The maximum indebtedness of Customer for all fees and charges pursuant to this Addendum shall not exceed the total sum of THREE MILLION SIX HUNDRED SIXTY-EIGHT THOUSAND, EIGHT HUNDRED THIRTY-SIX AND NO/100 DOLLARS ($3,668,836.00). In the event funds for this Addendum are not appropriated, Customer may terminate this Agreement with prompt notice to Motorola. In the event of termination for non-appropriations, Customer agrees to pay Motorola for all services performed and equipment shipped up to the date of termination.

8. Travel Expenses. To the extent Motorola's charges for the Services 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.

9. Indemnification. Customer shall be subject to the Indemnification provisions contained in Exhibit B to this Addendum.

10. Insurance. Customer shall be subject to the Insurance provisions contained in Exhibit C to this Addendum.

11. 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 Customer during the period of the Contract and for three (3) years from the date of final payment for the System and the Services under this Addendum during Motorola's regular business hours.

12. 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 Addendum. If any of the obligations of this Addendum 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.

13. Non-discrimination. Motorola represents that it has adopted and will maintain throughout the term of this Addendum a policy of nondiscrimination or nonharassment 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 nondiscrimination provisions of this Addendum, *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 Addendum. Motorola agrees that, if any of the System or Services to be provided pursuant to this Addendum are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

14. Choice of Law/Venue. The rights, obligations, and remedies of the parties as specified under this Addendum shall be interpreted and governed in all aspects by the laws of the State of Florida. Venue for litigation under this Addendum shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

15. Public Records.
In accordance with Section 119.0701, Florida Statutes, Motorola shall:

(a) Keep and maintain public records required by Customer to perform the Services; and

(b) Upon request from Customer's custodian of public records, provide Customer 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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Addendum if Motorola does not transfer the records to Customer; and

(d) Upon completion of this Addendum, transfer to Customer at no cost all public records in possession of Motorola or keep and maintain public records required by Customer to perform the Services. If Motorola transfers all public records to Customer upon completion of this Addendum, 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 Addendum, Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request from Customer's custodian of public records in a format that is compatible with Customer's information technologies 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 THE MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADDENDUM, CONTACT THE CUSTOMER'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.

16. Entire Agreement. The Addendum expresses and contains the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. If any covenant, term, or provision of this Addendum is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Addendum and will not affect the validity, interpretation or effect of the remainder of this Addendum. This Addendum may not be modified, altered, or amended except by a written instrument signed by both parties.

17. Counterpart. This Addendum may be executed in counterpart and electronic signature the counterpart and electronic signatures of which, when taken together, shall be deemed to

constitute an entire and original.

18 Microsoft Products

Microsoft Products may be provided as part of this upgrade. "Microsoft Product" means a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, either or both of which may be integrated with the Motorola Products. Microsoft Products are subject to the following acknowledgement: "© Copyright 2017 Microsoft Corporation. All rights reserved." As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Section 12.

18.1 Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the Microsoft Products being provided.

a) If Customer is acquiring from Motorola a Microsoft SQL Server or a Microsoft System Center Operations Manager, then Customer warrants that

1) the number of users that may access the System are correctly indicated in the applicable Sections in the Motorola Proposal;

2) Customer is not being licensed the SQL Server or Microsoft System Center Operations Manager under a license from Microsoft, but rather under a sublicense from Motorola

3) the copies of the referenced Microsoft Products it receives from Motorola do not entitle it to maintain on its computer systems any more copies of the Microsoft Products than it previously licensed from Motorola or Microsoft;

4) Customer possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and or devices that may access or use the System under the provisions of the Microsoft End-User License Agreement;

5) Microsoft will be an intended third party beneficiary of the End-User License Agreement provisions, with the right to enforce the warranties and any other provisions of the End-User License Agreement provisions and to verify compliance with the same;

6) Customer shall not run on a mirrored database server for more than 30 days without obtaining a SQL license for that server;

7) the Customer grants permission for the disclosure of End-User information by Motorola as required in Motorola's Monthly royalty reports and ordering information reports to Microsoft;

8) Microsoft does not transfer any ownership rights in any Product; and

9) Motorola is responsible for providing technical support for the Microsoft Products.

b) The rights granted in this Agreement with respect to Microsoft Products are subject to the following limitations:

1) Customer has no copyright interest in the Microsoft Products;

2) Customer may not rent, lease, lend or provide hosting services with the Products;

3) Customer may not reverse engineer, decompile or disassemble any Product;

4) Customer may not remove, modify or obscure any copyrights, trademarks or other proprietary right notices contained in the Products; and

5) The Microsoft Products are not designed or intended for use in any situation where failure or fault of the product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Motorola's right to sublicense Microsoft Products excludes the right to use, or distribute the Microsoft Products for Customer's use in, or in conjunction with, High Risk Use, therefore, High Risk Use is strictly prohibited. High Risk use, by way of example, includes aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Notwithstanding the foregoing, as long as PremierOne CAD is used in the manner for which it was designed and in accordance with the documentation provided, Motorola declares such use is not considered to be High Risk Use as defined by Microsoft.

c) Microsoft Products are not fault tolerant or free from errors, conflicts, interruptions or other imperfections. Performance may vary depending upon what hardware platform they are installed on, the interactions with other software applications and each product's configurations.

d) Microsoft Corporation is providing the Microsoft Products "as-is" with no warranty of any kind and disclaims all warranties, express and implied, to the maximum extent allowed by applicable law. Microsoft further disclaims any liability of Microsoft for any damages, whether direct, indirect incidental or consequential, as a result of the use or installation of the Products. Additionally, to the extent permitted under applicable law, Microsoft Corporation excludes for itself and its suppliers all warranties of any kind, including:

1) any warranties of title, non-infringement, merchantability and fitness for a particular purpose;

2) any implied warranty arising from course of dealing or usage of trade;

3) any common law duties relating to accuracy or lack of negligence with respect to the Microsoft Products, any Master Copy, and any Software Documentation; and

4) that the products will operate properly in connection with the System, the Motorola products or on any Customer systems;

e) If applicable law gives Customer any implied warranties, guarantees or conditions despite the foregoing exclusion, those warranties will be limited to one year and Customer remedies will be limited to the maximum extent allowed by this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

WITNESS:

Print Name: Reginald L. Brown

MOTOROLA SOLUTIONS, INC.

By:
Print Name:
Print Title: Vice President

ATTEST:

By
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:
Lenny Curry, Mayor
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

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 foregoing agreement and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

7664-14

Form Approved

Office of General Counsel

GC-#1177020-v1C-Motorola_Addendum_FINAL.docx

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and City of Jacksonville, FL ("Licensee")

For good and valuable consideration, the parties agree as follows

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola or other suppliers to Licensee with which or for which the Software and Documentation is licensed for use

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user operation and training manuals for the Software (including all physical or electronic media upon which such information is provided)

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution

1.4 "Open Source Software License" refers to the terms or conditions under which the Open Source Software is licensed

1.5 "Primary Agreement" means the agreement to which this exhibit is attached

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this

Agreement. If requested by Licensee Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software is provided under this Agreement (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found), and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable)

Section 4 LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code (ii) modify, adapt, create derivative works of, or merge the Software (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain, (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement, or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to (i) install a licensed copy of the Software on more than one unit of a Designated Product, or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to one other device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassembles, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements

that result from Motorola's processes or provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1 The commencement date and the term of the Software warranty will be a period of one year from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be reasonably determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements except as described in the Primary Agreement. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee. Nothing in this Section 6.2 shall limit Licensee's remedies under the Primary Agreement.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola, unless the Licensee can cure the breach within 24 hours of the receipt of the receipt of notice.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1 COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2 COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this License, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4 GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent

that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5 THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7 ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B
INDEMNIFICATION

Motorola shall hold harmless, indemnify, and defend the City of Jacksonville and 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:

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 Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract 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 Contract; and

If the City exercises its rights under this Contract, 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 Contract. Such terms of indemnity shall survive the expiration or termination of the Contract.

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 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.

3. 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, 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 to third party, which are associated with any Security Breach or breaches, defaults or loss of personal data, including negligence and tortious 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.

4 Intellectual Property Indemnification

i Motorola will defend at its expense any suit brought against City to the extent it is based on an Infringement Claim and Motorola will indemnify City for those costs and damages finally awarded against City for an 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 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

ii If an Infringement Claim occurs or in Motorola s opinion is likely to occur Motorola may at its option and expense procure for City the right to continue using the Equipment or Software replace or modify it so that it becomes non-infringing while providing functionally equivalent performance or grant City a credit for the Equipment or Software as depreciated and accept its return The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software

iii 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 Product (c) 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 Product by a party other than Motorola; (e) use of the Product in a manner for which the 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 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 Product

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Motorola shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (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	$ 500,000 Disease Policy Limit
Employer's Liability $ 100,000 Each Accident	$ 100,000 Each Employee Disease

This insurance shall cover Motorola (and Motorola will make certain that its subcontractors 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 Contract)

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 Contract 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 Contract 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 agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Motorola's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract 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 agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. 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 Contract.

G. Certificates of Insurance. Motorola shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. 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 Contract 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 require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be included as an additional insured.

SINGLE SOURCE AWARD **BID # SS-0254-18**

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System

Department: Information Technologies Division

Description of Purchase:
Recommend approval for Change Order No. FLP171208A CO 001 with Motorola Solutions, Inc. to change the PremierOne integrated public safety system software from version 4.2 to version 4.3, as required for the CAD Project. There are no additional fees associated with this change. The total expenditure to remain $3,668,836.00.

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $3,668,836.00 **Requisition:** N/A

Attachments: Recommendation Memo, Vendor Change Order, Previous Award

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

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

Analyst: Chelsey Fleming

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

Teresa R Eichner
CHAIRMAN

DATE 4/05/18

ACTION OF AWARDING AUTHORITY **DATE:** 4/05/18

MR

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-113, Revised 12/2007

SINGLE SOURCE AWARD **BID # SS-0254-18**

Subject: Upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System

Department: Information Technologies Division

Description of Purchase: Recommend approval of single source award to Motorola Solutions, Inc. for the upgrade to JSO and JFRD 911 Public Safety Motorola Premier Computer Aided Dispatch (CAD) System to Motorola PremierOne CAD System. Total expenditure amount not to exceed $3,668,836.00.

Funding for this award to be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: AFIT536- 069427-ITCADI-02 - $2,115,031.00, AFIT536-069509-ITCADI-02 $1,553,805.00

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: N/A

Total Award: $$3,668,836.00 **Requisition:** N/A

Attachments: Single Source Form and Vendor Letter and Quote

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

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

Analyst: Annette Burney

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 9/07/17

ACTION OF AWARDING AUTHORITY **DATE:** 9/08/17

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-113, Revised 12/2007