SINGLE SOURCE AWARD **BID # SS-0073-19**

Subject: Cecil 911 Backup Radio Dispatch Consoles

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award to Motorola Solutions, Inc., for the purchase of Dispatch Consoles to be located at the new Cecil Commerce Center Back Up for JSO and JFRD agencies. Period of service will be one year from date of award. Total requested expenditure not to exceed $1,351,938.78.

Funding for this award to be encumbered by account AFIT53A-ITCAD1-02-069427, to be executed by purchase order(s).

Single Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $1,351,938.78 **Requisition #** 245079

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

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

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

ANALYST: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

SS-0073-18

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT /DIVISION): Finance & Administration / Information Technologies Division

FUNDING SOURCE: Index Code: AFIT53A –ITCAD1-02-069427

BRIEF DESCRIPTION OF GOODS/SERVICES:
Dispatch Consoles to be located at the new Cecil Commerce Center Back Up Dispatch for JSO and JFRD agencies.

AMOUNT OF PROJECT (attach quote): $1,351,938.78

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
Cecil Radio Dispatch Equipment: JSO & JFRD Site Controllers; 18 JSO & 16 JFRD Radio Consoles; 2 Spare Consoles; Radio Master Site Software Update and services.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
The Public Safety Radio System is a Motorola ASTRO 25 simulcast trunked system. The Radio Dispatch Consoles under consideration for purchase are proprietary and allow full compatibility with the Motorola Radio System. The Motorola radio dispatch console feature interface is exclusively distributed through Motorola.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:
The City has verified that Motorola is the only vendor to provide the Dispatch Consoles which is substantiated with the attached Motorola single source validation document.

Submitted by: Gary Steffens Enterprise Architect Manager

Date: 11/28/18 **(Name)** **(Title)**

JSP 11/27/18
KEZ 11-28-2018

Requesting Agency's Director's Signature:

Procurement Division

March, 2017

Information Technologies Division

CITY OF JACKSONVILLE

Date: November 26, 2018

11/29/18 10:55:12
Procurement Division

TO: Greg Pease, Chief of Procurement
Procurement Division

GS 11/28/18
JP 11/27/18

FROM: Gary Steffens, Enterprise Architect Manager
Information Technologies Division

THRU: Kenneth Lathrop, Chief of Information Technologies/CIO

SUBJECT: **Request Single Source Award for Cecil 911 Backup Radio Dispatch Consoles**

Business Request and Requirements

The Information Technologies Division (ITD) in conjunction with the Jacksonville Sheriff Office (JSO) and Jacksonville Fire Rescue Department (JFRD) request a purchase order to encumber Motorola Solutions, Inc. for the Cecil field backup center radio dispatch consoles.

Justification

The radio dispatch consoles under consideration for purchase are proprietary to Motorola and allow full compatibility with the current City of Jacksonville Public Safety Radio System. The public safety radio system dispatch consoles and interfaces are exclusively distributed by Motorola.
The City has verified that Motorola is the only vendor to provide the Dispatch Consoles.

The costs shown

Index Code	FAMIS Project Number & Detail	Sub Object	Description	FY2019 Amount	Total Amount
AFIT53A	ITCAD1-02	069427	COMBINED 911 COMM CENTER FACILITY & BACKUP	$ 1,351,938.78	**$ 1,351,938.78**

Scope of Project

Installation and services for Cecil backup public safety radio system dispatch console equipment: Site Controllers; 18 JSO - 16 JFRD Radio Consoles; 2 Spare Consoles; Radio Master Site Software Update.

Delivery Location
JFRD Headquarters
515 North Julia St
Jacksonville FL 32202
Must call with 24 hour notice prior to delivery
Attention: City of Jacksonville Radio Shop; Steve Hayner Mobile: 904-838-0223
Or Pieter Jansen 904-255-8099

Success Criteria
A Purchase Order will be created for Cecil Field Backup building public safety radio system dispatch console solution.

Value Statement
To ensure that FY2019 funds are encumbered and utilized for the public safety radio system dispatch console solution located at Cecil Field Backup building.

Risk to the Organization If Not Approved
Schedule delays in Cecil Field backup building, CAD update, JFRD and JSO remodel updates to existing call taking locations.

Select one of the following:
Proprietary Purchase Order Request

Attachments:
-Purchase Order Requisition
- Single Source Request Form
-Vendor Single Source Validation
-Cecil Backup Dispatch Radio Console Proposal
-JFRD and JSO email approvals

CC:
Pieter Jansen, Senior Project Manager
Tom Ossi, Technology Contract and Records Manager
Alex Ciprian, IT Contract Administrator

MOTOROLA *SOLUTIONS*

October 15, 2018

Kim Laidler
Radio Communications Manager
Information Technologies Division
City of Jacksonville
1020 Superior Street
Jacksonville, Florida 32244

Dear Kim,

I'm writing in response to your inquiry concerning alternate sourcing for the MCC 7500E™ IP DISPATCH CONSOLE under consideration for purchase for the Sheriff's Office and Fire Rescue backup 911 Dispatch Center at Cecil Commerce Center. The MCC 7500E IP Dispatch Console provides a full console interface experience within the First Coast Radio System (FCRS), an ASTRO® 25 simulcast trunked system. Whether for a planned event or immediate emergency response, command a wealth of information for high-impact results ensuring your first responders and citizens safety.

This product is distributed to the end user exclusively through Motorola's direct sales force. These products are not available through the Motorola dealer/reseller network. If you wish to purchase this equipment, please issue your purchase order to Motorola Solutions, Inc. and I will promptly process the order for you.

Sincerely,

Michelle Poole

Michelle Poole
Senior Account Manager
Motorola Solutions, Inc.
904-814-9938

Jansen, Pieter

To: Davis, Tony R.; Castleman, David; Jackson, Latisha M
Cc: Diaz, Vickie D.; Moreland, Kimberly; Laidler, Kim; Steffens, Gary
Subject: RE: Cecil Backup Dispatch Radio Consoles Single Source Approval

From: Davis, Tony R. [mailto:Tony.Davis@jaxsheriff.org]
Sent: Tuesday, November 27, 2018 1:13 PM
To: Jansen, Pieter; Castleman, David; Jackson, Latisha M
Cc: Diaz, Vickie D.; Moreland, Kimberly; Laidler, Kim; Steffens, Gary
Subject: RE: Cecil Backup Dispatch Radio Consoles Single Source Approval

Pieter,

I approve the single source procurement of Radio Consoles from Motorola.

Tony R. Davis
Director of Police Services
Jacksonville Sheriff's Office
Office – (904) – 630-2120

From: Jansen, Pieter [mailto:PJansen@coj.net]
Sent: Monday, November 26, 2018 3:25 PM
To: Castleman, David; Davis, Tony R.; Jackson, Latisha M
Cc: Diaz, Vickie D.; Moreland, Kimberly; Laidler, Kim; Steffens, Gary
Subject: Cecil Backup Dispatch Radio Consoles Single Source Approval

Director Davis and Chief Castleman,
Can you please email back approval to move forward with single source procurement of Radio Consoles from Motorola for Cecil Backup Center?
Proposal attached.

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

Jansen, Pieter

Subject: FW: Cecil Backup Dispatch Radio Consoles Single Source Approval

From: Castleman, David
Sent: Monday, November 26, 2018 6:18 PM
To: Jansen, Pieter; Davis, Tony R.; Jackson, Latisha M
Cc: Diaz, Vickie D.; Moreland, Kimberly; Laidler, Kim; Steffens, Gary
Subject: RE: Cecil Backup Dispatch Radio Consoles Single Source Approval

Pieter,

I approve the sole source procurement of Motorola radio consoles.

Thank you,

Chief Castleman

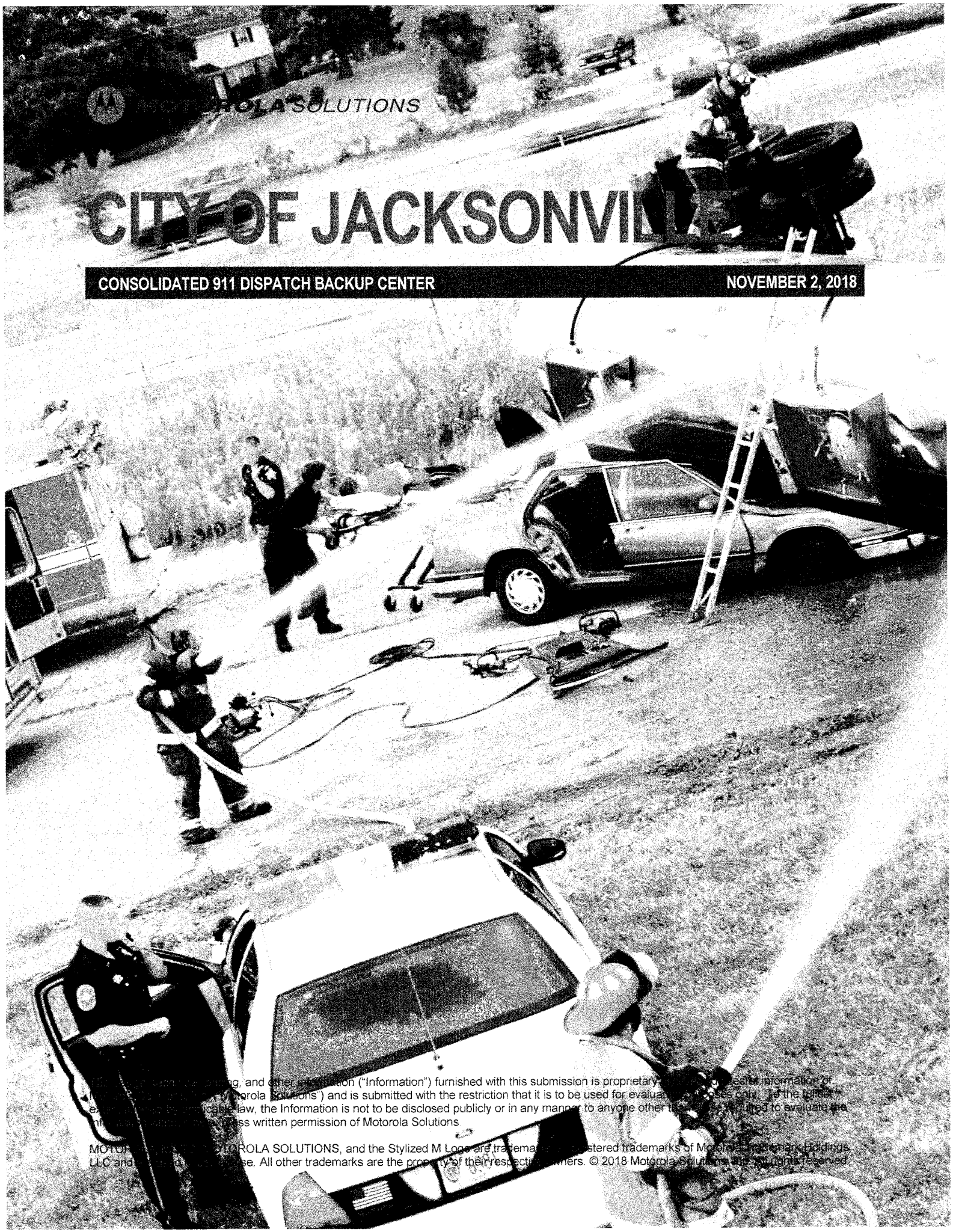
David S. Castleman, MPA, RPM
Chief of Rescue
Jacksonville Fire & Rescue Department
515 North Julia Street
Jacksonville, FL 32202-4128
Office: (904) 630-7055
Cell: (904) 654-6351
Fax: (904) 630-4660
Email: DavidS@coj.net

From: Jansen, Pieter
Sent: Monday, November 26, 2018 3:25 PM
To: Castleman, David; Davis, Tony R.; Jackson, Latisha M
Cc: Diaz, Vickie D.; Moreland, Kimberly; Laidler, Kim; Steffens, Gary
Subject: Cecil Backup Dispatch Radio Consoles Single Source Approval

Director Davis and Chief Castleman,
Can you please email back approval to move forward with single source procurement of Radio Consoles from Motorola for Cecil Backup Center?
Proposal attached.

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



ROLA SOLUTIONS

CITY OF JACKSONVIL

CONSOLIDATED 911 DISPATCH BACKUP CENTER **NOVEMBER 2, 2018**

g, and other information ("Information") furnished with this submission is proprietary ect information of Motorola Solutions") and is submitted with the restriction that it is to be used for evaluat ses only. To the extent cable law, the Information is not to be disclosed publicly or in any manner to anyone other than ed to evaluate the ss written permission of Motorola Solutions.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
8000 W. Sunrise Blvd
Plantation, Florida 33322
USA

November 2, 2018

Ken Lathrop, CIO
City of Jacksonville
Information Technology Department
214 N. Hogan Street
Jacksonville, FL 32202

Subject: Consolidated 911 Backup Center – P25 Radio System Hardware/Software

Dear Ken:

Motorola Solutions, Inc. is pleased to have the opportunity to provide the P25 Radio System hardware and software necessary for a fully functional joint Sheriff's Office and Fire Rescue backup 911 Dispatch Center at Cecil Commerce Center. Below are the components included within our proposal:

Dispatch System Components

The MCC7500E leverages an ultra small form factor workstation while adding additional support for dual Ethernet connections to minimize failures of LAN switches affecting multiple dispatch positions. The MCC 7500E also offers the Enhanced Integrated IRR providing dispatchers with the ability to access more recorded call audio and metadata.

- Master Site Software Upgrade
- Dispatch Equipment
  - 1 JSO Site Controller
  - 18 JSO MCC7500E Consoles
  - 1 JFRD Site Controller
  - 16 JFRD MCC7500E Consoles
  - 2 Spares (not preconfigured with software)

This proposal consists of this cover letter and our proposed Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid through December 21, 2018. Motorola Solutions would be pleased to address any questions the City may have regarding the proposal. Questions can be directed to your Motorola Solutions Account Executive, Michelle Poole, at (904)814-9938.

Sincerely,
Motorola Solutions, Inc.

Danny Sanchez
MSSSI Vice President
Government & Public Safety
Florida Government Markets

TABLE OF CONTENTS

Section 1

System Description 1-1

1.1 MCC7500E ..... **Error! Bookmark not defined.**

1.1.1 Dispatch Console Configuration for City of Jacksonville 1-1

1.1.2 Embracing Interoperability and Integration 1-2

1.1.2.1 Integration with the ASTRO 25 Network 1-2

1.1.2.2 Connection to ASTRO 25 System 1-3

1.1.3 Making Consoles Easy to Operate 1-3

1.1.3.1 Customizable Dispatch Interface 1-3

1.1.3.2 Auxiliary Inputs/Outputs 1-4

1.1.3.3 Standard Radio Transmission and Reception 1-4

1.1.3.4 Emergency Radio Transmission and Reception 1-5

1.1.3.5 Radio Patch Control 1-6

1.1.3.6 Call Management and Control 1-6

1.1.4 Incorporating Console Configuration and Management 1-7

1.1.5 Dispatch Console Solution Components 1-7

1.1.5.1 MCC 7500E Console Operator Position 1-8

Section 2

Statement of Work 2-10

2.1.1 Assumptions 2-16

Section 3

Pricing Summary 3-1

Section 4

Contractual Documentation 4-1

SECTION 1

SYSTEM DESCRIPTION

1.1 MCC7500E

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide City of Jacksonville with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides City of Jacksonville with sophisticated network management and easy migration to future capabilities.

1.1.1 Dispatch Console Configuration for City of Jacksonville

The proposed console will interface seamlessly with City of Jacksonville's ASTRO® 25 system.

The proposed solution offers City of Jacksonville 36 dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.

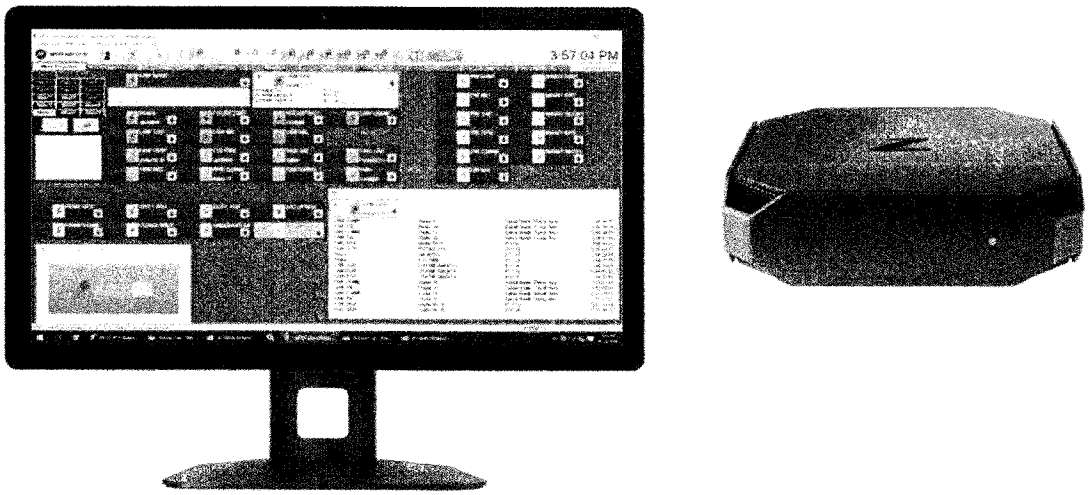

Figure 1-1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features.

The table titled "Dispatch Locations" outlines the number of consoles and their location.

Table 1: Dispatch Locations

Number of Operator Positions	Location Name
18 (not including display)	Sheriff's Office
16 (not including display)	Fire Rescue
2 (not preconfigured with software)	Spares

1.1.2 Embracing Interoperability and Integration

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

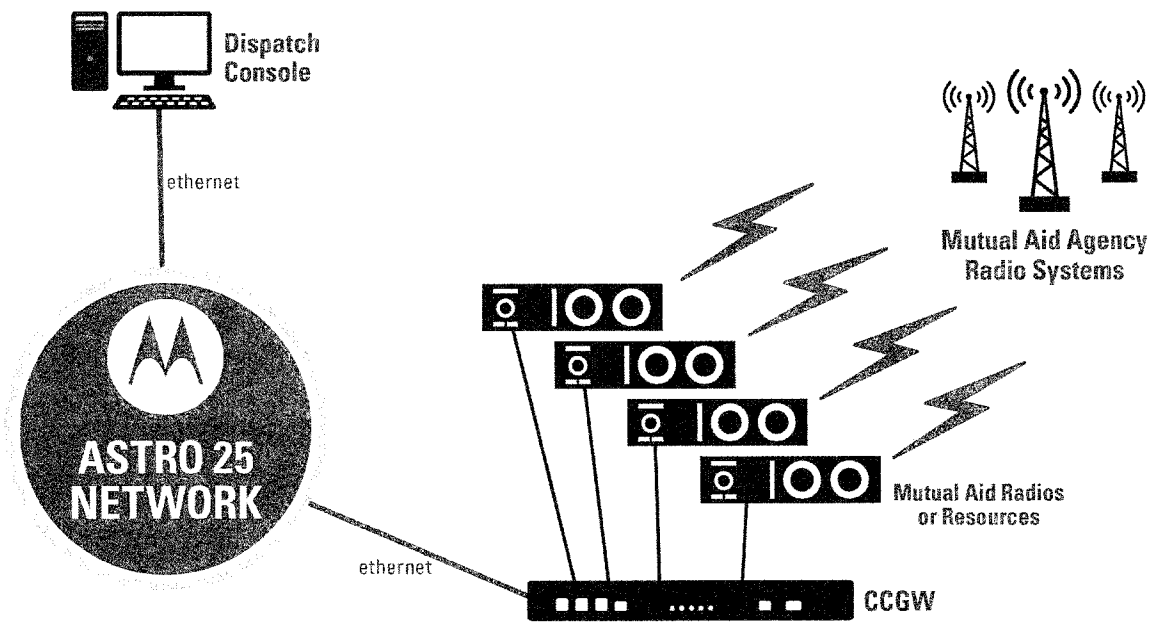

Figure 1-2: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.1.2.1 Integration with the ASTRO 25 Network

The proposed dispatch console seamlessly integrates into City of Jacksonville's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to City of Jacksonville.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.1.2.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to City of Jacksonville's needs.

Dual Site Link

The proposed console site for City of Jacksonville is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and City of Jacksonville's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

1.1.3 Making Consoles Easy to Operate

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.1.3.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

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Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

1.1.3.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.1.3.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

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Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.1.3.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between City of Jacksonville's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

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Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.1.3.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.1.3.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

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When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi- Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

1.1.4 Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. This provides City of Jacksonville with a single point for configuring and managing the entire ASTRO 25 system. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.1.5 Dispatch Console Solution Components

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are

Use or disclosure of this proposal is subject to the restrictions on the cover page.

performed within each software- based dispatch position without additional centralized electronics.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.1.5.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration. Customer opted not to purchase the Display from Motorola, this hardware will be outsourced.

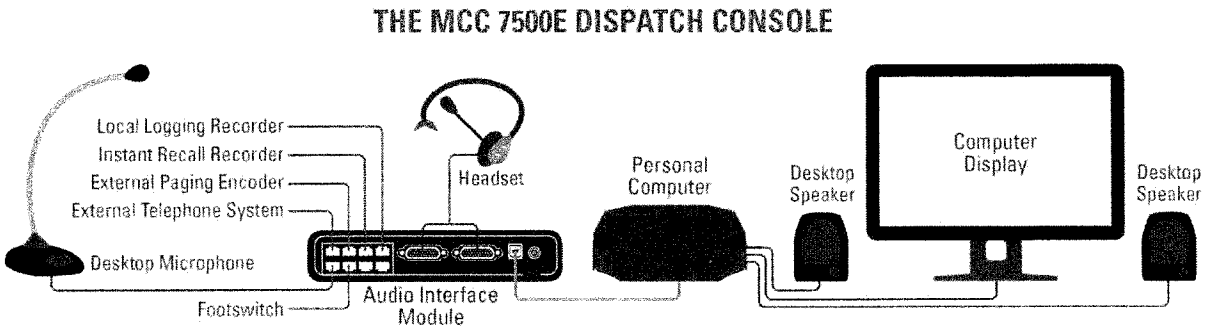

Figure 1-3: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

2 audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack

contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

SECTION 2

STATEMENT OF WORK

The City of Jacksonville, Florida is building a new Dispatch Center to house both Sheriff Office and Fire Rescue Department Dispatch Operations. The following Dispatch Center components are included in this proposal:

- Qty 18 MCC7500E Consoles for JSO
- Qty 16 MCC7500E Consoles for JFRD
- Qty 2 MCC7500E Consoles spares (not preconfigured with software)
- Removal of "Wells Fargo Site" from the Master Site TNCT configuration files. This site is no longer exists.

This proposal assumes the system is at a minimum version ASTRO 7.17.2, which is required for MCC7500E.

No APX Consollettes are included, if these are required in the future, Console licenses will need to be added.

Motorola Solutions will install and configure the proposed equipment, with the exception of the separately purchased displays. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	

Tasks	Motorola Solutions	Customer
Present preliminary cutover plan and methods to document final cutover process.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Assume liability and responsibility for proving all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the forms required for frequency coordination and licensing, if required.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents as needed. This may include: System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Equipment Shipment and Storage (excludes Displays)		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	X
Deliverable: Solution equipment received and ready for installation		
System Configuration and Installation (excludes Displays)		

Tasks	Motorola Solutions	Customer
MCC7500E Consoles will be shipped / configured in the field. Customer Responsible for MCC7500E Workstation Displays.	X	X
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment as it will be configured in the field.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems). This may be finalized in the field.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Perform factory functional acceptance tests of system features	X	
Conduct Console testing.	X	
Deliverable: Consoles ready for shipment.		
General Installation (excludes Displays)		
Deliver solution equipment to Cecil Commerce Center Dispatch location.		
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as agreed to in Design Review.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet that are provided by Motorola Solutions.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	

Tasks	Motorola Solutions	Customer
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Remove, transport, and dispose of old equipment.		X
Deliverable: Equipment installed.		
ASTRO 25 Core Configuration		
Configure Core licensing and Consoles contained in the equipment list.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure ASTRO 25 system for Consoles.	X	
Remove Wells Fargo Site from TNCT configuration files	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	X	
Deliverable: ASTRO 25 core installation completed.		
Console Installation and Configuration (excludes Displays)		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.	X	
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.		X
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	

Tasks	Motorola Solutions	Customer
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
Cutover		
Finalize Cutover Plan.		
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the new system components to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty. Additional services may be quoted separately.	X	
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		

Tasks	Motorola Solutions	Customer
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.		
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: - Site Block Diagrams. - Site Floor Plans. - Site Equipment Rack Configurations. - Equipment Inventory List. - Console Programming Template (where applicable). - Maintenance Manuals (where applicable). - Technical Service Manuals (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

2.1.1 Assumptions

Motorola has made several assumptions in preparing this quote, which are noted below. We will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions which may result in additional costs.

- The ASTRO 25 system is at version 7.17.2 or later.
- The Customer has or shall obtain or modify all frequencies necessary to support the proposed design and provide approved FCC licensing as required.
- No civil work is included in this proposal.
- The Customer shall provide approved local, state, or Federal permits (e.g., building permits, electrical permits, and environmental permits) and licensed engineering drawings as may be required for the installation and operation of the proposed equipment.
- The customer designed Dispatch Center is assumed to have sufficient space available for the system described.
- The customer designed Dispatch Center is assumed to have adequate electrical/generator power and circuits, surge suppression, and site grounding to support the requirements of the system described.
- An R56 audit is included; any remediations are not included in this scope. The Customer shall make any necessary site improvements to meet R56 standards.
- Any site/equipment-location upgrades or modifications will be the responsibility of the Customer.
- Site connectivity will be the responsibility of the Customer.
- Any building coring required for transmission lines will be the responsibility of the Customer.
- The Customer shall provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the sites.

- Removal, relocation, and disposal of obsolete communications equipment will be the responsibility of the Customer.

SECTION 3

PRICING SUMMARY

SUB SYS	BLOCK	LI NE	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT DISC	EXT DISC
Master Site	SW UPG	1	-	1	SQM01SUM0273	MASTER SITE CONFIGURATION	$ -	$ -
Master Site	SW UPG	1	a	1	CA02629AC	ENH: EXPAND 7.17	$ -	$ -
Master Site	SW UPG	1	b	8	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)	$ 4,000.00	$ 32,000.00
JSO	OP_POS	2	-	18	B1948	MCC 7500E DISPATCH POSITION LICENSES	$ -	$ -
JSO	OP_POS_LIC	2	a	18	UA00653AA	ADD: BASIC CONSOLE OPERATION	$ 3,200.00	$ 57,600.00
JSO	OP_POSIT	2	b	18	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION	$ 4,000.00	$ 72,000.00
JSO	OP_POSIT	2	c	18	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION	$ 1,440.00	$ 25,920.00
JSO	OP_POSIT	2	d	18	UA00658AA	ADD: SECURE OPERATION	$ 2,600.00	$ 46,800.00
JSO	OP_POSIT	2	e	18	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE	$ 14,336.00	$ 258,048.00
JSO	OP_POSIT	2	f	18	UA00661AA	ADD: ENHANCED IRR	$ 2,400.00	$ 43,200.00
JSO	OP_POSIT	3	-	1	B1949	MCC 7500E SOFTWARE DVD	$ 200.00	$ 200.00
JSO	OP_POSIT	5	-	18	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	$ 61.60	$ 1,108.80
JSO	OP_POSIT	6	-	18	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	$ 2,000.00	$ 36,000.00
JSO	OP_POSIT	7	-	18	B1952	SPEAKER, DESKTOP, USB	$ 388.00	$ 6,984.00
JSO	OP_POSIT	7	a	18	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	$ 23.20	$ 417.60
JSO	OP_POSIT	8	-	18	B1941	USB AUDIO INTERFACE MODULE	$ 1,520.00	$ 27,360.00
JSO	OP_POSIT	9	-	18	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 200.00	$ 3,600.00
JSO	OP_POSIT	10	-	36	B1913	MCC SERIES HEADSET JACK	$ 160.00	$ 5,760.00
JSO	OP_POSIT	11	-	18	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	$ 168.00	$ 3,024.00
JSO	OP_POSIT	12	-	18	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	$ 119.20	$ 2,145.60
JSO	OP_POSIT	13	-	18	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	$ 232.00	$ 4,176.00
JSO	OP_POSIT	14	-	18	T7885	MCAFEE WINDOWS AV CLIENT	$ 132.00	$ 2,376.00
JSO	OP_POSIT	15	-	18	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	$ 27.20	$ 489.60
JSO	OP_POSIT	16	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	$ 137.60	$ 137.60
JSO	SWITCH	17	-	2	CLN1859	2620-48 ETHERNET SWITCH	$ 2,880.00	$ 5,760.00
JSO	ROUTER	18	-	2	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$ 8,400.00
JSO	ROUTER	18	a	2	CA01616AA	ADD: AC POWER	$ -	$ -
JSO	AUX_IO	19	-	1	F4543	SITE MANAGER BASIC	$ 1,484.00	$ 1,484.00
JSO	AUX_IO	19	a	1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL	$ 140.00	$ 140.00
JSO	AUX_IO	19	b	3	V592	AAD TERM BLCK & CONN WI	$ 72.00	$ 216.00
JSO	GCP8000	20	-	1	T7038	GCP 8000 SITE CONTROLLER	$ 2,400.00	$ 2,400.00
JSO	GCP8000	20	a	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$ 2,000.00	$ 2,000.00
JSO	GCP8000	20	b	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 40.00	$ 40.00
JSO	GCP8000	20	c	1	CA01136AA	MCC 7500 CONVEN SITE OPER	$ 5,200.00	$ 5,200.00

SUB SYS	BLOCK	LIN	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT DISC	EXT DISC
JSO	CCGW	21	-	3	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$ 12,600.00
JSO	CCGW	21	a	3	CA01616AA	ADD: AC POWER	$ -	$ -
JSO	CCGW	21	b	3	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	$ 4,800.00	$ 14,400.00
JSO	SPARES	25	-	1	B1941	USB AUDIO INTERFACE MODULE	$ 1,520.00	$ 1,520.00
JSO	SPARES	26	-	1	B1952	SPEAKER, DESKTOP, USB	$ 388.00	$ 388.00
JSO	SPARES	26	a	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	$ 23.20	$ 46.40
JSO	SPARES	27	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 200.00	$ 200.00
JSO	SPARES	28	-	1	B1913	MCC SERIES HEADSET JACK	$ 160.00	$ 160.00
JSO	OP_POSIT	29	-	1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	$ 2,000.00	$ 2,000.00
JSO	SPARES	30	-	1	CLN1859	2620-48 ETHERNET SWITCH	$ 2,880.00	$ 2,880.00
JSO	SPARES	32	-	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	$ 61.60	$ 61.60
JSO	SPARES	33	-	1	B1913	MCC SERIES HEADSET JACK	$ 160.00	$ 160.00
JSO	SPARES	34	-	1	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	$ 168.00	$ 168.00
JSO	SPARES	35	-	1	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	$ 119.20	$ 119.20
JSO	SPARES	36	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	$ 232.00	$ 232.00
JSO	SPARES	38	-	1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	$ 27.20	$ 27.20
JSO	SPARES	39	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	$ 137.60	$ 137.60
JSO	SPARES	40	-	1	B1941	USB AUDIO INTERFACE MODULE	$ 1,520.00	$ 1,520.00
JFRD	OP_POS	42	-	16	B1948	MCC 7500E DISPATCH POSITION LICENSES	$ -	$ -
JFRD	OP_POS_LIC	42	a	16	UA00653AA	ADD: BASIC CONSOLE OPERATION	$ 3,200.00	$ 51,200.00
JFRD	OP_POSIT	42	b	16	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION	$ 4,000.00	$ 64,000.00
JFRD	OP_POSIT	42	c	16	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION	$ 1,440.00	$ 23,040.00
JFRD	OP_POSIT	42	d	16	UA00658AA	ADD: SECURE OPERATION	$ 2,600.00	$ 41,600.00
JFRD	OP_POSIT	42	e	16	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	$ 2,000.00	$ 32,000.00
JFRD	OP_POSIT	42	f	16	UA00661AA	ADD: ENHANCED IRR	$ 2,400.00	$ 38,400.00
JFRD	OP_POSIT	43	-	1	B1949	MCC 7500E SOFTWARE DVD	$ 200.00	$ 200.00
JFRD	OP_POSIT	45	-	16	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	$ 61.60	$ 985.60
JFRD	OP_POSIT	46	-	16	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	$ 2,000.00	$ 32,000.00
JFRD	OP_POSIT	47	-	16	B1952	SPEAKER, DESKTOP, USB	$ 388.00	$ 6,208.00
JFRD	OP_POSIT	47	a	16	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	$ 23.20	$ 371.20
JFRD	OP_POSIT	48	-	16	B1941	USB AUDIO INTERFACE MODULE	$ 1,520.00	$ 24,320.00
JFRD	OP_POSIT	49	-	16	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 200.00	$ 3,200.00
JFRD	OP_POSIT	50	-	32	B1913	MCC SERIES HEADSET JACK	$ 160.00	$ 5,120.00
JFRD	OP_POSIT	51	-	16	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	$ 168.00	$ 2,688.00
JFRD	OP_POSIT	52	-	16	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	$ 119.20	$ 1,907.20

SUB SYS	BLOCK	LIN	O	QTY	NOMENCLATURE	DESCRIPTION	UNIT DISC	EXT DISC
JFRD	OP_POSIT	53	-	16	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	$ 232.00	$ 3,712.00
JFRD	OP_POSIT	54	-	16	T7885	MCAFEE WINDOWS AV CLIENT	$ 132.00	$ 2,112.00
JFRD	OP_POSIT	55	-	16	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	$ 27.20	$ 435.20
JFRD	OP_POSIT	56	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	$ 137.60	$ 137.60
JFRD	SWITCH	57	-	2	CLN1859	2620-48 ETHERNET SWITCH	$ 2,880.00	$ 5,760.00
JFRD	ROUTER	58	-	2	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$ 8,400.00
JFRD	ROUTER	58	a	2	CA01616AA	ADD: AC POWER	$ -	$ -
JFRD	GCP8000	60	-	1	T7038	GCP 8000 SITE CONTROLLER	$ 2,400.00	$ 2,400.00
JFRD	GCP8000	60	a	1	CA00303AA	ADD: QTY (1) SITE CONTROLLER	$ 2,000.00	$ 2,000.00
JFRD	GCP8000	60	b	1	X153AW	ADD: RACK MOUNT HARDWARE	$ 40.00	$ 40.00
JFRD	GCP8000	60	c	1	CA01136AA	MCC 7500 CONVEN SITE OPER	$ 5,200.00	$ 5,200.00
JFRD	CCGW	61	-	3	SQM01SUM0205	GGM 8000 GATEWAY	$ 4,200.00	$ 12,600.00
JFRD	CCGW	61	a	3	CA01616AA	ADD: AC POWER	$ -	$ -
JFRD	CCGW	61	b	3	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY	$ 4,800.00	$ 14,400.00
JFRD	SPARES	65	-	1	B1941	USB AUDIO INTERFACE MODULE	$ 1,520.00	$ 1,520.00
JFRD	SPARES	66	-	1	B1952	SPEAKER, DESKTOP, USB	$ 388.00	$ 388.00
JFRD	SPARES	66	a	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	$ 23.20	$ 46.40
JFRD	SPARES	67	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	$ 200.00	$ 200.00
JFRD	SPARES	68	-	1	B1913	MCC SERIES HEADSET JACK	$ 160.00	$ 160.00
JFRD	OP_POSIT	69	-	1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET	$ 2,000.00	$ 2,000.00
JFRD	SPARES	70	-	1	CLN1859	2620-48 ETHERNET SWITCH	$ 2,880.00	$ 2,880.00
JFRD	SPARES	72	-	1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT	$ 61.60	$ 61.60
JFRD	SPARES	73	-	1	B1913	MCC SERIES HEADSET JACK	$ 160.00	$ 160.00
JFRD	SPARES	74	-	1	RLN6098	HDST MODULE BASE W/PTT, 15' CBL	$ 168.00	$ 168.00
JFRD	SPARES	75	-	1	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET	$ 119.20	$ 119.20
JFRD	SPARES	76	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	$ 232.00	$ 232.00
JFRD	SPARES	78	-	1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	$ 27.20	$ 27.20
JFRD	SPARES	79	-	1	DSF2B56AA	USB EXTERNAL DVD DRIVE	$ 137.60	$ 137.60
JFRD	SPARES	80	-	1	B1941	USB AUDIO INTERFACE MODULE	$ 1,520.00	$ 1,520.00
COJ	SPARES	89	-	1	DLN6967	FRU: 500 GB SATA DRIVE	$ 560.00	$ 560.00
COJ	SPARES	91	-	1	DLN6866	DVD DRIVE	$ 108.80	$ 108.80
COJ	SPARES	92	-	1	DLN6940	460W POWER SUPPLY FOR DL380P	$ 368.00	$ 368.00

Hardware/Software	$	1,085,664.00
Project Management	$	70,239.60
Engineering, System Technologist	$	230,695.60
Installation	$	81,661.00
24/7 Warranty Wrap	$	32,282.00
Freight	$	1,612.00
Total	$	1,502,154.20
Incentive based upon Contract Execution and Ship Acceptance as Proposed, prior to 12/28/2018	**$**	**(150,215.42)**
Sale Price	$	1,351,938.78

Proposal below to amend existing System Upgrade Agreement (SUAII) Schedule to add the additional consoles:

Year	Fiscal Year	Product	Existing Schedule for 10 Year SUAII	Backup Dispatch Addition
1	10/01/2013 to 09/30/2014	SUA II	514,300.00	
2	10/01/2014 to 09/30/2015	SUA II	518,100.00	
3	10/01/2015 to 09/30/2016	SUA II	497,500.00	
4	10/01/2016 to 09/30/2017	SUA II	501,100.00	
5	10/01/2017 to 09/30/2018	SUA II	504,800.00	
6	10/01/2018 to 09/30/2019	SUA II	508,700.00	
7	10/01/2019 to 09/30/2020	SUA II	512,600.00	
8	10/01/2020 to 09/30/2021	SUA II	516,600.00	78,076.00
9	10/01/2021 to 09/30/2022	SUA II	520,800.00	78,291.00
10	10/01/2022 to 09/30/2023	SUA II	525,100.00	78,513.00

Proposal to add the consoles to the existing Technical Support Agreement is $8,169.00 annually.

SECTION 4

CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.

Communications System And Services Agreement

Combined Dispatch

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

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A	"Motorola Software License Agreement"
Exhibit B	Payment Schedule
Exhibit C	Motorola's Proposal dated November 2, 2018
Exhibit D	"System Acceptance Certificate"

1.2. City may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. City's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when City first uses the System or a Subsystem for operational purposes (excluding training or testing).

"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. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within 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.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for City in the performance of the Services and is obligated to provide to City under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

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

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

"Equipment" means the hardware components of the Solution that City purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

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

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

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

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"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.

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

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

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

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in Exhibit C.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in Exhibit C.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. City will perform its contractual responsibilities in accordance with this Agreement.

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

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, City may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send City an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, City may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at

https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

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

3.7. NON-Motorola SOFTWARE. Any Non-Motorola Software is licensed to City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.8. SUBSTITUTIONS. At no additional cost to City, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the City. Any substitution will be reflected in a change order.

Section 4 SERVICES

4.1. If City desires and Motorola agrees to continue Services beyond the Term, City's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE AND SUPPORT SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to City upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If City wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or any services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, installation, and/or services, will be included in the Maintenance and Support Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, City will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in City's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If City purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. City may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to City in providing Services under this Agreement or Motorola data viewed,

accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. City will safeguard all such property while it is in City'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 City for Motorola's use without charge and may be removed from City's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, City shall return to Motorola all equipment delivered to City.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, City 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.

4.7. CITY OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, City will verify that they are accurate and complete. Any information that City provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. City will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and City-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if City's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that City purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to City. City represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. City acknowledges that Motorola may use and/or provide City with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of City will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, City authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. City affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The City will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the City will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2.CONTRACT PRICE. The Contract Price in U.S. dollars is $1,351,938.78. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit C, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to City according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, City will make payments to Motorola within thirty (30) days after the date of each invoice. City will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to City upon shipment. Title to Software will not pass to City at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. SHIPPING ADDRESSES. The address which is the ultimate destination where the Equipment will be delivered to City is:
Name:_____
Address:_____

The Equipment will be shipped to the City at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

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

Section 7 SITES AND SITE CONDITIONS

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

7.2. SITE CONDITIONS. City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, City will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines

(including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise City of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit C are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit C, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to City will be described in the applicable Statement of Work. City will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because City reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to City at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If City believes the System has failed the completed Acceptance Tests, City will provide to Motorola a written notice that includes the specific details of the failure. If City does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. City acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if City begins using the System before System Acceptance. Therefore, City will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, City assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or City changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or 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; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workman-like manner and will conform in all material respects to the applicable Statement of Work. Services 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. City acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to City (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and City alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, City 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 Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to City) repair the defective Equipment or Motorola Software,

replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, City'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. If this investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

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

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

Section 11 DELAYS

11.1. 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 or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CITY. If City (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Equipment Lease-Purchase Agreement as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule, if any, and if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

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

12.2. 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.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, 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.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 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 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by City for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If City is the defaulting Party, Motorola may stop work on the project until it approves the City's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, 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. If City is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, City may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. City will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event City elects to terminate this Agreement for any reason other than default, City shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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

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

2. Environmental Liability, to the extent this Agreement results in environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages caused by Motorola's and its subcontractors' for their operation or other activities performed in connection with the Agreement; and

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

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 Hundred Thousand Dollars ($100,000), to the extent of Motorola's contributory negligence percentage determination. Cyber liability is defined as: technology/professional liability and data protection liability covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in connection with the Materials and Services provided by Motorola under this Agreement, including damages Motorola is obligated to pay City or any third party, which are associated with any Security Breach (as hereafter defined) or loss of personal data, including negligence and unlawful acts. Costs to be covered include (i) costs to notify individuals whose personal data was lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to individuals whose personal data was lost or compromised; (iii) costs associated with third party claims arising from the Security Breach or loss of personal data, including litigation costs and settlement costs; and (iv) any investigation, enforcement or similar miscellaneous costs. "Security Breach" means (A) the failure by Motorola to comply with any contractual requirements it might have to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Motorola of: (1) personal data in any format or (2) Confidential Information; (B) misappropriation that results in the violation of any applicable data privacy laws or regulations; or (C) any other act, error, or omission by Motorola in its capacity as such which is reasonably likely to result in the unauthorized disclosure of personal data or Confidential Information.

4. Intellectual Property Indemnification

i. Motorola will defend at its expense any suit brought against the City to the extent it is based on an Infringement Claim, and Motorola will indemnify the City for those costs and damages finally awarded against the City for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: the City promptly notifying Motorola in writing of the Infringement Claim; Motorola having ultimate control of the defense of the suit with input from the City, and all negotiations for its settlement or compromise; and City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

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.

INSURANCE REQUIREMENTS

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

Insurance Coverages
Schedule Limits
Worker's Compensation Florida Statutory Coverage $ 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 Agreement)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).
Professional Liability (including Cyber Liability & Data Storage) $1,000,000 per Claim and Aggregate
Such insurance shall cover the following:

- Data Loss and System Damage Liability (when applicable)

• Security Liability
• Privacy Liability
• Privacy/Security Breach Response Coverage, including Notification Expenses

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

Additional Insurance Provisions

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

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

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

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

E. Motorola's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Motorola or its Subcontractors, employees or agents to the City or others.

Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement 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 Agreement.

G. Certificates of Insurance. Motorola shall provide the City Certificates of Insurance that shows the corresponding City Agreement Number in the Description, if known, Additional Insureds as provided above 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 Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably 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.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

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

14.3.4. This Section 14 provides City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT,

OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

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

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

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

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. City will not modify, disassemble, peel components, 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.

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

Section 17 GENERAL

17.1. 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 City except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to City and City will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. City will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. 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 City. 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.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. 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.

17.7. 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 provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal

Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt

17.8. 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. City will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist City in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City in FCC or other matters.

17.9. 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.

17.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by City, Motorola will provide City with Administrative User Credentials. City agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. City is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. City may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. City understands that changes made as the Administrative User can significantly impact the performance of the System. City agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill City and City will pay Motorola on a time and materials basis for resolving the issue.

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any City purchase or 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.

In witness whereof, the parties, intending to be legally bound, have executed this Agreement as of the last date set forth below (the "Effective Date").

MOTOROLA SOLUTIONS, INC.

By: _____

Name Typed: _____

Title: _____

Date: _____

ATTEST: _____
Judith Jean-Pierre
Assistant Secretary

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

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
Form Approved:

_____
Office of General Counsel

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the City of Jacksonville, Florida ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

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

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

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

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

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

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

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

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated 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; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

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

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

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

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

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days 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 determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

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

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

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 Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State 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, 6.4, 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

PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, City will make payments to Motorola within thirty (30) days after the date of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payment for the System purchase will be in accordance with the following milestones.

System Purchase

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT C

Motorola's Proposal dated November 2, 2018

EXHIBIT D

System Acceptance Certificate

City Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and City acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

City Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and City has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

City Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____