SOLE SOURCE AWARD **BID # SS-0297-17**

Subject: Motorola Technical Support for the P25 Radio System

Department: Information Technologies Division

Description of Purchase:
Recommend approval to ratify award from October 1, 2016 through date of award.

Recommend approval of Sole Source award to Motorola Solutions, Inc. for the technical support of the P25 Radio System. Period of service is from date of award through September 30, 2017, with an estimated annual expenditure not to exceed $66,222.00.

Funding for this award will be encumbered by account AFIT534RM-04662 to be executed by Purchase Order.

Sole Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $66,222.00 **Requisition #** 199133

Attachments: Sole Source Form; Agency Memo; Vendor's Letter; Vendor's Quote; Terms & Conditions; Scope of Work; Order Request

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

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

ANALYST: Chelsey Renfroe

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED _____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

REQ 199133

SOLE SOURCE/PROPRIETARY 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): Information Technologies Division

PROPRIETARY ☐

SOLE SOURCE ☒

FUNDING SOURCE: AFIT534RM- 04662

BRIEF DESCRIPTION OF GOODS/SERVICES:
Motorola Technical Support for the P25 Radio System

AMOUNT OF PROJECT (attach quote): $66,222.00

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
Motorola will provide 12 months of technical support and remote connectivity for the P25 system in accordance with the attached services agreement. Technical support is the post warranty to provide an additional layer of support by the (SSC) System Support Center. The Center is staffed with skilled technologists to provide resolution to network performance issues

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED PROPRIETARY/SOLE SOURCE PROVIDER:
Motorola Solution is the only authorized certified vendor to provide these services for the P25 system.

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:
See attached memorandum from the vendor. Management has researched the ability to obtain the needed goods and/or services from other vendors and confirmed that Motorola Solutions is the only vendor able to provide the required services for the P25 System.

KEL 9-27-2016

Submitted by: KIM LAIDLER KL RADIO COMMUNICATIONS MANAGER
(Name) (Title)

Date: 09/16/2016

JCP 9/26/16

Requesting Agency's Director's Signature:

Procurement Division **September, 2008**

Type:	**Blanket Order Request**
Description:	**Motorola Technical Support**
Date:	**09/16/2016**
Business Case Owner:	**Kim Laidler**
Executive Sponsor:	**Robert Gray**
Financial Impact:	**$66,222.00**

Business Request and Requirements
Blanket Order Request for tier2 technical support for the P25 Radio Network System from Motorola Solutions Inc.

Coverage Period October 1, 2016 through September 30, 2017

Justification
Motorola will provide tier2 technical support for the City's P25 radio system.

Scope of Project
Create a Blanket Order for tier2 technical support for the P25 Radio Network System from Motorola Solutions Inc.

Delivery Location
Radio Communications
1020 Superior Street
Jacksonville, FL, 32254

Success Criteria
The creation of a Blanket Order for tier2 technical support for the P25 Radio Network System from Motorola Solutions Inc.

Value Statement
Public Safety officers and First responders utilize the P25 radio network as their primary communication source.

Risk to the Organization If Not Approved
Severe negative impact to the ability to maintain communications for Public Safety officers and First Responders

Select one of the following:
Blanket Order

Select one of the following:
This request is not Sole Source or Proprietary and is over $2,500 the request will be competitively solicited for quotes – competitive solicitation is a 5 – 7 day process

MOTOROLA *SOLUTIONS*

SERVICES AGREEMENT

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

Contract Number: S00001020143
Contract Modifier: RN25-JUL-16 12:13:54

Date: 07/27/2016

Company Name:	Jacksonville, City Of
Attn:	Kim Laidler
Billing Address:	1020 Superior St
City, State, Zip:	Jacksonville,FL,32254
Customer Contact:	Kim Laidler
Phone:	(904) 255-8499

Required P.O.:	No
Customer # :	1000052712
Bill to Tag # :	0002
Contract Start Date:	10/01/2016
Contract End Date:	09/30/2017
Anniversary Day:	Sep 30th
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC01SVC1104C	Technical Support Service	$5,518.50	$66,222.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	$5,518.50	$66,222.00
The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If an executed contract renewal is not provided within 30 days of contract expiration a one-time administrative fee equal to 5% of the subsequent year?s annual contract rate will be billed for reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = $69,533.10. *T1 Connectivity Included*		Taxes	-	-
		Grand Total	$5,518.50	$66,222.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	**City**	**State**
		MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

Eric Lazo Customer Support Manager 7/27/16

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Eric Lazo 239 776-8143

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Jacksonville, City Of

Contract Number: S00001020143
Contract Modifier: RN25-JUL-16 12:13:54
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Service Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. PAYMENT

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

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

in which the Services are performed.

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

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

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

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

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

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

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. 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.

Revised Oct 15, 2015

MOTOROLA SOLUTIONS

Statement of Work
Prepared For :

JACKSONVILLE, CITY OF

1020 SUPERIOR ST

JACKSONVILLE, FL 32254

MOTOROLA SOLUTIONS

Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

1.1. Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
1.2. Case: Electronic tracking document for requests for service through the System Support Center.
1.3. Case Status: Identifier of the status of a Case from beginning to end.
1.4. Component(s): Motorola new or refurbished parts of equal quality.
1.5. Configuration Change Support: A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
1.6. Connectivity: Establishment of remote access to the System via dial up or fixed dedicated links.
1.7. Continuously/Continuous: Seven (7) days per week, twenty-four (24) hours a day, including holidays.
1.8. Customer: The end-user Customer as identified in the Agreement.
1.9. Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
1.10. Elements: Those device types present on the Customer's System whose status may be communicated to the SSC.
1.11. Equipment: The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
1.12. Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
1.13. Event: An alarm or informational notification received by Motorola through the Network Management tools.
1.14. Feature: A Software functionality
1.15. Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
1.16. Firmware: Software in object code form that is implanted or embedded in hardware.
1.17. FRU: Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
1.18. Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
1.19. Infrastructure Depot Operations (IDO): A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
1.20. Loaner: Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
1.21. Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components,, and placing the Equipment back into operation.
1.22. MCNS: Mission Critical Network Services
1.23. Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
1.24. Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
1.25. Notification: The point in time when the Customer contacts Motorola and requests service.
1.26. Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
1.27. Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
1.28. Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
1.29. Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
1.30. Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
1.31. Severity Level: The degree of adverse impact of an issue or Event.

1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.

1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.

1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.

1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.

1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release

1.37. Start Date: Effective start date as listed on the Agreement.

1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.

1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.

1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources

1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.

1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.

1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.

1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.

1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment

1.46. Verification:Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.

1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.

1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

MOTOROLA SOLUTIONS

Statement of Work

Technical Support Overview

Motorolas Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources
Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.
The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorolas System Support Center (SSC) will provide technical support to assist the customers technical resources of the Motorolas currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.
The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests (see severity level response time commitments). Calls requiring incidents, problems, or service requests will be logged in Motorolas issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customers technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on Severity Level Definitions.

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport.

1.4.8 Information Assurance.

1.4.9 Motorola services not included in this statement of work.

1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.

1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the Severity Level Response Time Commitments section of this document and the severity level defined in the Severity Level Definitions section of this document.

1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.

1.5.4 Maintain communication with the customer in the field as needed until resolution of the case

1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.

1.5.7 Escalate the case to the appropriate party upon expiration of a response time.

1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)

1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.7 Validate issue resolution prior to close of the case in a timely manner.

1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Commitments section in this document.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition

Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.
	
	The following are examples of this kind of failure:
	
	• 33% of call processing resources impaired
	• Site Environment alarms:
	  o Smoke,
	  o Unauthorized access
	  o Temperature
	  o Power failure

Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of failure: • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the

	system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

MOTOROLA *SOLUTIONS*

July 22, 2015

Mr. Kim Laidler
Radio Communications Manager
City of Jacksonville

Motorola Solutions, Inc. is the leader in communication systems for the Government and Public Safety market. The systems we manufacture and maintain include commercially available products, proprietary hardware and software components, which combine to produce premier communication capabilities such as the First Coast Radio System.

Furthermore, Motorola Solutions, Inc. provides advanced service solutions that will help maximize the performance of your network, your subscribers, and provide optimal efficiency. Our comprehensive suite of services follows a total lifecycle framework which means complete end-to-end coverage of your network. Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management standards to ensure rapid and consistent issue resolution. With regards to remote connectivity and technical support, Motorola Solutions, Inc. is the only vendor which is authorized and certified to provide these services.

Motorola Solutions, Inc. service collaborates with you to meet the needs of your organization and your end users. Our long-standing industry partnerships and expertise have helped make us the premier vendor of end-to-end voice and data applications delivery solutions for government and public sector organizations. First-response organizations around the world trust Motorola Solutions, Inc. to deliver technology that's second nature – seamlessly connecting users to real-time information and allowing them to focus on their missions, not the technology. Trust us to securely design, integrate, support, operate and manage your essential communications networks.

If you have any questions, please do not hesitate in contacting me directly. We look forward to continuing to provide you with the best-in-class hardware, software, and service.

Sincerely,

Eric Lazo

Eric Lazo
Customer Support Manager
Motorola Solutions, Inc.

1064 Greenwood Blvd. Suite 400 Lake Mary, FL 32746 Cell: (239) 776-8143

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

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

Contract Number: S00001020143
Contract Modifier: RN25-MAR-15 23:59:20

Date: 07/22/2015

Company Name:	Jacksonville, City Of
Attn:	Kim Laidler
Billing Address:	1020 Superior St
City, State, Zip:	Jacksonville,FL,32254
Customer Contact:	Kim Laidler
Phone:	(904) 255-8499

Required P.O.:	Yes
Customer # :	1000052712
Bill to Tag # :	0002
Contract Start Date:	10/01/2015
Contract End Date:	09/30/2016
Anniversary Day:	Sep 30th
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC01SVC1104C	Technical Support Service	$5,518.50	$66,222.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	$5,518.50	$66,222.00
T1 Connectivity Included		Taxes	-	-
		Grand Total	$5,518.50	$66,222.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	**City**	**State**
		MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

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

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Eric Lazo 239 776-8143

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Jacksonville, City Of
Contract Number: S00001020143

Contract Modifier: RN25-MAR-15 23:59:20
Contract Start Date: 10/01/2015
Contract End Date: 09/30/2016

Service Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge,a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services.
Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement,the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services,Customer agrees to reimburse Motorola for those charges and expenses.

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

Section 8. PAYMENT
Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL

LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
Revised Jan 1, 2010

MOTOROLA SOLUTIONS

Statement of Work
Prepared For :

JACKSONVILLE, CITY OF

1020 SUPERIOR ST

JACKSONVILLE, FL 32254

MOTOROLA SOLUTIONS

Statement of Work

Definitions

1.0 Definitions

These defined terms might not apply to every Statement of Work. Capitalized terms below and not otherwise defined within the Statement of Work, or in the Communications System Agreement or other applicable agreement (collectively, "Agreement") have the following meanings:

1.1. Box Unit Test: Unit is tested in a fixture that simulates the functions for which it was designed, engineered, or manufactured to insure that it meets manufacturer specifications.
1.2. Case: Electronic tracking document for requests for service through the System Support Center.
1.3. Case Status: Identifier of the status of a Case from beginning to end.
1.4. Component(s): Motorola new or refurbished parts of equal quality.
1.5. Configuration Change Support: A change in a user-defined parameter, which may include a change in the placement of a dispatch console talkgroup window. Fleet mapping is not included in Configuration Change Support.
1.6. Connectivity: Establishment of remote access to the System via dial up or fixed dedicated links.
1.7. Continuously/Continuous: Seven (7) days per week, twenty-four (24) hours a day, including holidays.
1.8. Customer: The end-user Customer as identified in the Agreement.
1.9. Customer Support Plan: A document mutually developed by Motorola and the Customer that provides information about the Customer and the System and describes the specific processes by which Motorola will deliver and the Customer will receive the services described in this Statement of Work.
1.10. Elements: Those device types present on the Customer's System whose status may be communicated to the SSC.
1.11. Equipment: The equipment specified in the Equipment List as set forth in the Agreement, including any additions to the Equipment List during the Warranty Period.
1.12. Enhanced System Support (ESS) Period: The 12 month period commencing at the start of the Warranty Period for Equipment and Software as defined by the Agreement.
1.13. Event: An alarm or informational notification received by Motorola through the Network Management tools.
1.14. Feature: A Software functionality
1.15. Federal Technical Center: A Motorola facility located in Lanham, Maryland, the purpose of which is to serve as Motorola's centralized location for radio repair for United States Federal Government Customers.
1.16. Firmware: Software in object code form that is implanted or embedded in hardware.
1.17. FRU: Field Replaceable Unit, typically a board or module, contained within the Infrastructure.
1.18. Infrastructure: The fixed Equipment excluding mobiles, portables, and accessories.
1.19. Infrastructure Depot Operations (IDO): A Motorola facility, which serves as Motorola's centralized location for infrastructure repair.
1.20. Loaner: Infrastructure that is owned by Motorola and serves as a temporary replacement while the Customer's Infrastructure is being repaired.
1.21. Maintenance: The process for determining the cause of Equipment failure, removing, repairing, or replacing Components necessary to conform the Equipment with the manufacturer's specifications along with system-specific specifications, delivering and reinstalling the Components,, and placing the Equipment back into operation.
1.22. MCNS: Mission Critical Network Services
1.23. Motorola Software: Software whose copyright is owned by Motorola or its affiliated company
1.24. Non-Motorola Software: Software whose copyright is owned by a party other than Motorola or its affiliated company.
1.25. Notification: The point in time when the Customer contacts Motorola and requests service.
1.26. Optional Feature: An additional Feature issued with a System Release that is available to Customer at additional cost.
1.27. Radio Support Center (RSC): A Motorola facility which serves as Motorola's centralized location for radio repair.
1.28. Response: The event when a technician, a remote systems technologist or a remote network specialist begins actively to work on the technical issue, remotely or on-site, as determined by Motorola.
1.29. Restore/Restoration/Restoral: The effort required to bring Equipment to the level for which it was designed, engineered and adjusted for performance in accordance with the manufacturer's published specifications, although such Equipment may not necessarily be malfunctioning.
1.30. Servicer: A Motorola Authorized Service Station or Motorola Field Service personnel.
1.31. Severity Level: The degree of adverse impact of an issue or Event.

1.32. Software: The software furnished with the System, including any Motorola Software and Non-Motorola Software.

1.33. Software License Agreement: The agreement or portion of an agreement pursuant to which Motorola licenses Software to Customer, including System Releases.

1.34. Special Product Feature: A Feature that is specially developed for Customer and which contains a functionality that is unique to Customer.

1.35. Standard Business Day: Monday through Friday, 8:30 a.m. to 4:30 p.m., local time, excluding Motorola holidays.

1.36. Standard Feature: A software functionality for components of Customer's System that is available to Customer in the standard software release

1.37. Start Date: Effective start date as listed on the Agreement.

1.38. System: The communications system as defined in the Communications System Agreement or other applicable Agreement.

1.39. System Acceptance: Unless otherwise defined in the Communications System Agreement, the date upon which Motorola has successfully completed all of the System Tests as described in the acceptance test plan.

1.40. System Support Center (SSC): A Motorola facility which serves as Motorola's centralized system support facility to compliment the field support resources

1.41. System Release: One software version release on a particular platform. ASTRO 25 6.3 example is where 6 is the platform indicator and .3 is software version release indicator.

1.42. System Test: Unit is tested in a Motorola manufactured system of similar type from which the unit was designed to test all functionality of the unit to insure that it meets manufacturer specifications.

1.43. Systemic: A recurring Software or hardware defect that significantly affects the operation of the System.

1.44. Technical Support Operations (TSO): A centralized telephone support help desk that provides technical support for Motorola customers who have purchased products from Motorola (Networks & Enterprise) or who have a contract for technical support services.

1.45. Vendor: Any manufacturer (other than Motorola) or third party that services or repairs Infrastructure or subscriber equipment

1.46. Verification:Contacting the appropriate designated person to verify the System is operational (original problem resolved) and closing the Case.

1.47. Work-around: A change in the followed procedures or data supplied by Vendor to avoid error without substantially impairing use of the Equipment.

1.48. Work Flow: A step-by-step process including instruction or direction for routing, handling, and processing information at a given agency.

Statement of Work

Technical Support Overview

Motorolas Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources
Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.
The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorolas System Support Center (SSC) will provide technical support to assist the customers technical resources of the Motorolas currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.
The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests (see severity level response time commitments). Calls requiring incidents, problems, or service requests will be logged in Motorolas issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customers technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on Severity Level Definitions.

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport.

1.4.8 Information Assurance.

1.4.9 Motorola services not included in this statement of work.

1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.

1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the Severity Level Response Time Commitments section of this document and the severity level defined in the Severity Level Definitions section of this document.

1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.

1.5.4 Maintain communication with the customer in the field as needed until resolution of the case

1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.

1.5.7 Escalate the case to the appropriate party upon expiration of a response time.

1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)

1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.7 Validate issue resolution prior to close of the case in a timely manner.

1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Commitments section in this document.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition

Severity 1	This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.
	
	The following are examples of this kind of failure:
	
	• 33% of call processing resources impaired
	• Site Environment alarms:
	  o Smoke,
	  o Unauthorized access
	  o Temperature
	  o Power failure

Severity 2	This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management). The following are examples of this kind of failure: • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place. The following are examples of this kind of severity: • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity: • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the

	system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

From:	Lathrop, Kenneth
To:	ITDADMIN
Cc:	Proctor, John; Gray, Robert; Laidler, Kim
Subject:	FW: FY2017 - Motorola Solutions P25 Technical Support -Blanket Order
Date:	Friday, September 23, 2016 9:22:11 AM
Attachments:	S0143 COJ Cutomer Package.pdf S20143 City of Jax Maintenance Agreement.pdf image001.png Motorola Technical Support_Blanket Order Release Request_FY2016_FY2017.doc COJ.PDF

Approved.

From: Gray, Robert
Sent: Thursday, September 22, 2016 4:11 PM
To: Lathrop, Kenneth; Proctor, John
Cc: Laidler, Kim
Subject: FW: FY2017 - Motorola Solutions P25 Technical Support -Blanket Order

Ken – Please provide your approval for the P25 Technical Support Blanket Order

Thank you,
Robert Gray

From: Laidler, Kim
Sent: Friday, September 16, 2016 1:10 PM
To: Gray, Robert
Cc: ITD Radio Engineers; Davis, Bill (ITD)
Subject: FY2017 - Motorola Solutions P25 Technical Support -Blanket Order

FY2017 Blanket Order Request

See the following Attached:

- Sole Source Request
- Business Justification
- Price Quote
- Vendor Memorandum

Period of Coverage: **October 1, 2016 through September 30, 2017**

Index Code: **AFIT534RM**
Sub Object: **04662**
Amount: **$ 66,222.00**

Kim Laidler
Radio Communications Manager| Information Technologies Division|
City of Jacksonville |1020 Superior St.| Jacksonville, Florida 32254
O:904.255.8499 | F:904.630.8342 | Email: kiml@coj.net

QWS3270X 10/10/2016 9:09 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 10/10/2016
LINK TO: ACCOUNT SUMMARY INQUIRY 9:09 AM

FISCAL MO/YEAR : 01 2017 CURRENCY CODE :
INDEX CODE : AFIT534RM RADIO SYS MAINTENANCE & SUPPORT
SUBOBJECT : 04662 HARDWARE/SOFTWARE MAINTENANCE & LICENSES
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	OCT 2016	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	567,322.00	567,322.00	567,322.00
EXPENDITURES	.00	.00	.00
ENCUMBRANCES	.00	.00	.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	567,322.00	567,322.00	567,322.00

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND