SINGLE SOURCE AWARD **BID # SS-0068-19**

Subject: Purchase CommandCentral Aware and Video Survellance Solutions

Department: Information Technologies Division

Description of Purchase:
Recommend approval of Single Source Award to Motorola Solutions, Inc., for the purchase of CommandCentral Aware and Video Survellance Solutions for the Jacksonville Sheriffs' Office. Period of service will be five (5) years from date of executed contract. Total estimated expenditure for FY19 is $1,615,623.00 with an expenditure amount not to exceed $3,173,286.00 for the five year period.

Funding for this award to be encumbered by various accounts, to be executed thru the Office of General Counsel.

Single Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $3,173,286.00 **Requisition #** N/A

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

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): Jacksonville Sheriff's Office

FUNDING SOURCE: Multiple Funding Sources

BRIEF DESCRIPTION OF GOODS/SERVICES:

CommandCentral Aware and Video Surveillance Solutions with Motorola Solutions, Inc.

AMOUNT OF PROJECT (attach quote): $3,173,286.00 (Five Year Period)

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Motorola Solutions CommandCentral Aware Platform includes: Unified real-time intelligence in one powerful multimedia platform; Geo-location and integration of video cameras into one unified map; Integration of existing Motorola Premier Computer Aided Dispatch (CAD) database; Integration of the City Shotspotter System; Smartvue Video Management System (VMS); Briefcam Video Analytics Solution for enhanced investigative capability.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Motorola's CommandCentral Suite uniquely combines multiple vendor sources of data into one single solution to aid in crime prevention and crime response and Motorola exclusively provides integration to JSO's Motorola Premier/PremierOne CAD and the Motorola ASTRO 25 First Coast Radio System (FCRS) for both voice and GPS location of an officer's Motorola APX Portable Radio.

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 solution is distributed to the end user exclusively through Motorola's direct sales force and Motorola is the only vendor to provide the CAD System which is stated in the single source document and previous purchases of Motorola equipment.

Submitted by: Deidra Baines — Procurement Mgr.

(Name) **(Title)**

Date:

Requesting Agency's Director's Signature: 5518

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

11/15/18 12:50:44
Procurement Division

Thru: Bill Clement, CPA
Chief of Budget

From: Mike Bruno (MDB)
Director of Patrol & Enforcement

Subject: Request for Single Source Award with Motorola Solutions, Inc., for CommandCentral Aware and Video Surveillance Solutions

Date: November 15, 2018

We are requesting approval for a single source award with Motorola Solutions, Inc., for CommandCentral Aware and Video Surveillance Solutions Suite. The term of the agreement begins on the effective date and continues until the expiration of the warranty period, maintenance or subscription period, whichever occurs last. The total not to exceed expenditure amount is $ 3,173,286.00. The first year expenditure amount is $ 1,615,623.00. Funding breakdown for the first year is:

AFIT53AITSH01-01-069427	$ 817,958.00
AFIT53AITSH01-01-069509	$ 395,000.00
AFIT53ICSCS-03118	$ 145,165.00
AFIT53ICSCS-04662	$ 257,500.00
Total:	$ 1,615,623.00

Attached are the single source request, single source justification letter, a summary letter from Motorola Solutions, Inc., and the Communications System and Services Agreement, which includes Motorola's proposal. We are requesting that the Communications System and Services Agreement be executed through the Office of General Counsel.

Please let me know if you need any additional information.

MOTOROLA SOLUTIONS

November 12, 2018

Bill Clement
Budget Division Chief
Jacksonville Sheriff's Office
501 E. Bay Street
Jacksonville, Florida 32202

Dear Chief Clement,

I'm writing in response to your inquiry concerning alternate sourcing for the CommandCentral Aware real time technology platform, under consideration for the Jacksonville Sheriff's Office (JSO). Motorola's CommandCentral Suite will equip the City of Jacksonville with all the necessary elements for a Real Time Crime Center by leveraging the City's existing investments in law enforcement technology. Motorola's CommandCentral Suite uniquely combines multiple vendor sources (silos) of data into one single solution which improves process work-flows to effectively aid in crime prevention and crime response. In addition, Motorola exclusively provides integration to JSO's Motorola Premier/ PremierOne CAD™ and the Motorola ASTRO® 25 First Coast Radio System (FCRS) for both voice and GPS location of an officer's Motorola APX™ Portable Radio.

This solution 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 move forward with the pilot offering, please execute our "Communications System And Services Agreement" and return to Motorola Solutions, Inc. and I will promptly initiate the deployment of our CommandCentral solution.

Sincerely,

Michelle Poole

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

MOTOROLA SOLUTIONS

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

November 1, 2018

Sheriff Mike Williams
Jacksonville Sheriff's Office
501 E. Bay Street
Jacksonville, FL 32202

Subject: CommandCentral Aware and Video Surveillance Solutions

Dear Sheriff Williams:

Motorola Solutions, Inc. is pleased to have the opportunity to assist both you and Mayor Curry in your continued commitment to safer Jacksonville neighborhoods and communities. CommandCentral Aware provides a complete operating picture, integrating real-time intelligence remotely in the command center to assist officers in the field. Voice, data, and video can be monitored simultaneously by a single analyst to supervise threats or head off trouble on the streets. Use as a "virtual patrol" or to assist with incident response, CommandCentral Aware has delivered proven results helping agencies improve decision-making and reduce crime.

Our proposed CommandCentral Aware and Video Surveillance Solution leverages your existing public safety technologies, the First Coast Radio System (FCRS) ASTRO® 25 Release 7.17, APX™ Devices, PremierOne™ Computer Aided Dispatch, and Shotspotter. With these foundational mission critical technologies, Command Central will:

- Break Down Data Silos—Aggregate data (unified data mapping, video, CAD, and Shotspotter) into a single platform for actionable intelligence.
- Derive Intelligence in Real Time—Incidents are averted all together, responders are more situationally aware, and cases are closed faster.
- Maximize Past and Current Technology Investments—Leverage the City of Jacksonville's investments in mission-critical public safety technologies.
- Streamline Workflows—Flexible and feature rich, our platform is adaptable to your existing policing methodology.

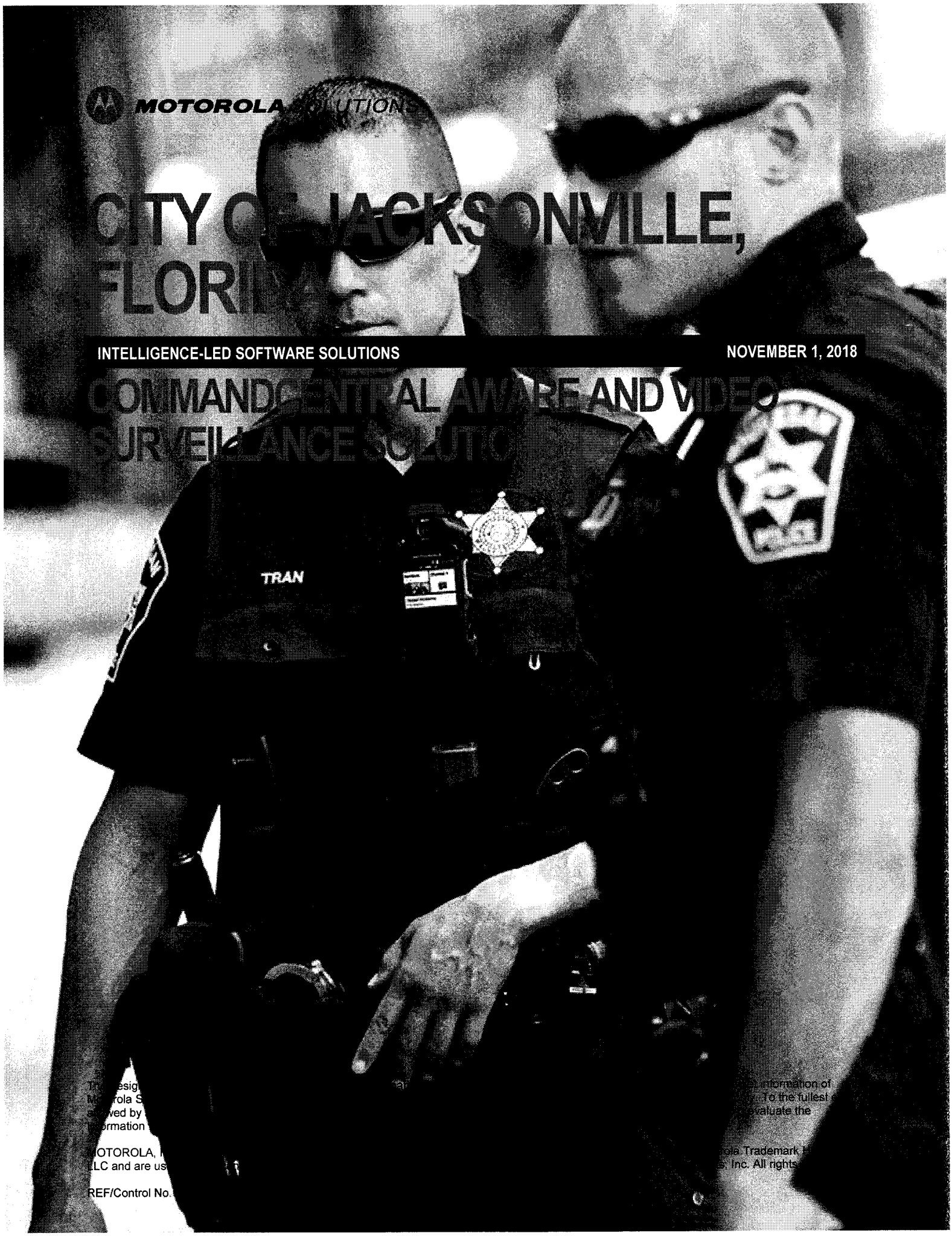
We are looking forward to work alongside the Sheriff's Office to improve neighborhood safety, promote the revitalization and growth of local businesses, and strengthen your efforts to deter, identify, and solve crime.

This proposal consists of this cover letter, our proposed five-year program details, and Communications System and Services Agreement. This proposal shall remain valid through December 21, 2018. Motorola Solutions would be pleased to address any questions you 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



MOTOROLA SOLUTIONS

CITY OF JACKSONVILLE, FLORIDA

INTELLIGENCE-LED SOFTWARE SOLUTIONS

NOVEMBER 1, 2018

COMMANDCENTRAL AWARE AND VIDEO SURVEILLANCE SOLUTIONS

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REF/Control No.

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SECTION 1

SYSTEM DESCRIPTION

1.1 INTRODUCTION

Motorola Solutions' Intelligence-Led Software Solutions for the Jacksonville Sheriff's Office, FL (JSO) is the second phase of the CommandCentral solution which will add to the existing CommandCentral platform that was installed as the Pilot system. The Phase 2 solution includes a professional services engagement which will aid JSO in achieving your objectives though the use of operational expertise, tools and systems provided by Motorola Solutions.

The Phase 2 solution incorporates the Command Central Aware features and functions introduced with the Pilot system, inclusive of the existing Smartvue Cloud Solution and interface to the JSO's ShotSpotter with the Avigilon Blue and Avigilon Control Center (ACC) Video Management Systems (VMS). At such time that JSO's PremierOne CAD goes live in 2019. Motorola Solutions' Intelligent Middleware (IMW) Location and Group Management licenses (separately proposed) are installed and configured at JSO; they will be integrated with the Phase 2 solution providing the Aware datasets.

These datasets will have all information on one unifying platform allowing for all information to be gathered to one tool. All of these datasets will also be displayed on the Aware map allowing for the JSO to get one unified view of the data points. This will allow the JSO the ability to pull up all video, and see events and resources surrounding the incident quickly. All of this enables the JSO to have better situational awareness and improved response times, while responding to or investigating an incident.

NOTE: The interface that was configured during the Pilot between JSO's Premier CAD system and the CommandCentral Aware system will remain in place without modification through the Phase 2 implementation. At such time that the PremierOne CAD Migration is complete, the interface will be reconfigured to support integration with PremierOne CAD and CommandCentral platform. The Premier CAD to CommandCentral platform will then no longer be used.

ESRI maps are built into CommandCentral Aware and the JSO will have the ability to import their own ESRI custom maps.

The Phase 2 solution introduces Motorola Solutions' Avigilon Blue solution. Avigilon Blue provides video coverage of 39 sites via a local Internet Service Provider (ISP) backhaul and 12 sites backhauled on City of Jacksonville (City)-owned fiber. Each ISP backhauled site will include 1 NEMA enclosure with an ISP router, flashing blue LED light, Avigilon Blue Appliance, and 2 Avigilon cameras. Each City-owned fiber backhauled site will include one NEMA enclosure, flashing blue LED light and 2 Avigilon cameras. Motorola Solutions will provide the pre-built NEMA enclosure and power cable for connectivity to AC power.

The JSO is responsible for engaging the Jacksonville Electric Authority (JEA) to provide AC connectivity for the ISP backhauled sites. Modem/router and internet access to cameras at the 39 sites is provided by the local ISP through Motorola Solutions.

Fiber location assumptions:

- Each Fiber camera location has an Ethernet switch with 2 available Ethernet ports connected to the fiber network.
- Each Fiber camera location has available conduit from the traffic pole to the controller cabinet.
- All cabling will run down inside of poles and through existing conduit to controller cabinet.
- Each Fiber camera location has an available 120 VAC receptacle.

JSO is responsible for the power cost. Cost at the new 39 ISP backhaul sites has been estimated by JEA at $30.00 per month per site. In addition, the 18 pilot sites estimated at $4.00 per month per site.

As part of Phase 2, Motorola Solutions has included the cost for the monthly cloud-based video storage of the Smartvue pilot system and local ISP backhaul in our quote.

NOTE: JSO is responsible to safeguard the pole-mounted camera system. JSO is responsible for any damage, vandalism, or removal of the camera system. Motorola Solutions does not assume any liability for correcting or replacing any damaged or missing equipment.

1.2 CITY OF JACKSONVILLE COMMANDCENTRAL SOLUTION

The pilot system is comprised of the Aware Server, Smartvue Integration, PremierCAD to CommandCentral platform integration, Shotspotter integration, and a single Aware client.

The Phase 2 solution expands and enhances the pilot system by providing additional CommandCentral Aware workstations, CommandCentral Inform, Subscription Services (Analytics, Predictive, and Crime Reports), Video Analytics (Briefcam), and Avigilon Video.

The physical CommandCentral Aware client video solution hardware and related equipment will be installed at the selected locations. CommandCentral will integrate to those existing systems identified in Table 1-1 and expand functionality through a unified platform for the viewing of multiple data sources.

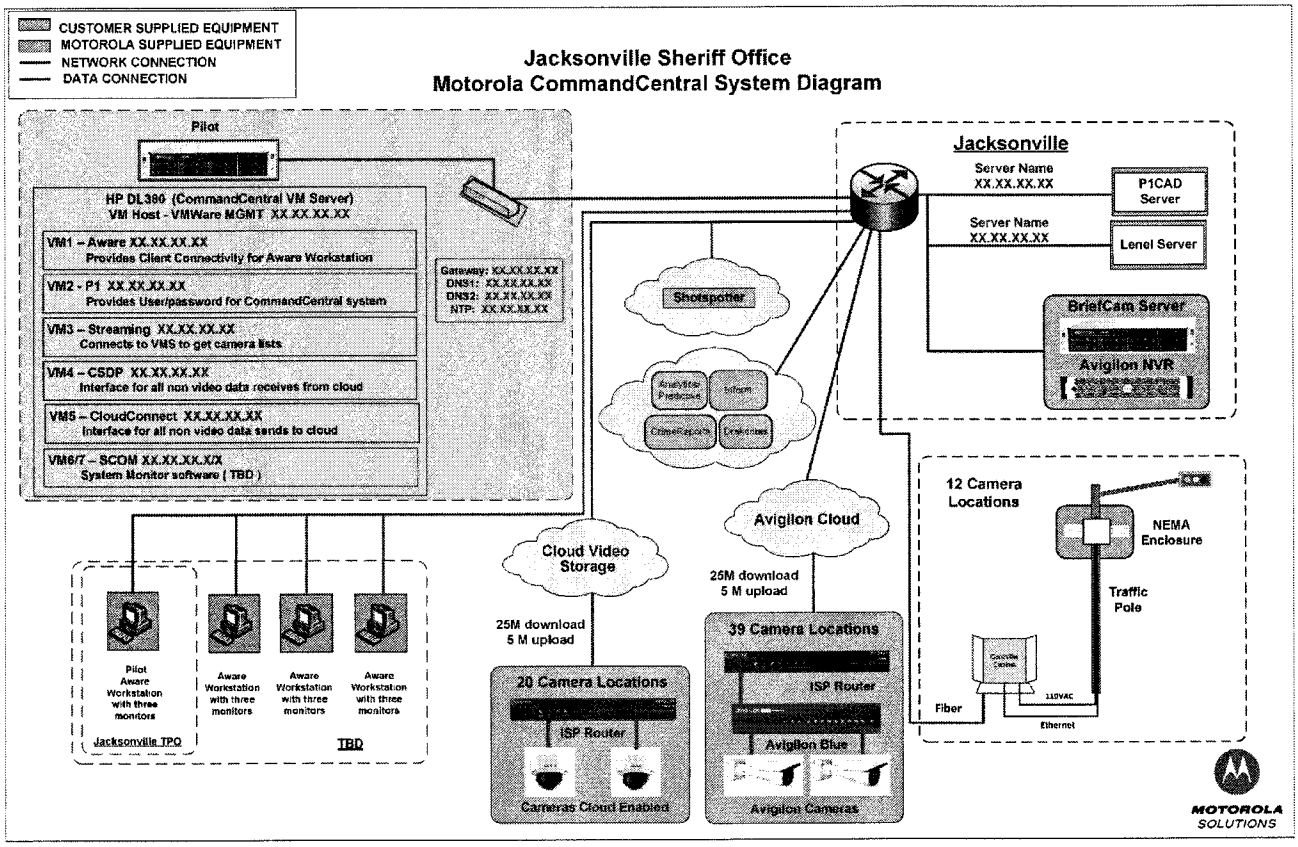
1.2.1 CommandCentral Solution Components Summary

Our CommandCentral solution is comprised of the following components:

- **CommandCentral Aware:**
  - CommandCentral Aware Client Platform Software includes:
    - 1 additional Aware license for a total of 4 Aware Client Licenses/seats with geo-locating calls for service and cameras into a single map with 5-Year Software Maintenance (SMA).
    - Interfaces as presented in Table 1-1.
  - 3 additional Aware workstations hardware including operating system software with three 27-inch monitors each, for a total of 4 Aware workstations.
- **CommandCentral Inform Solution:**
  - CommandCentral Inform including:
    - 25 Inform viewer client licenses/ users; 5-year subscription.
    - Interfacing with Premier CAD, PremierOne CAD systems, separately proposed IMW location and group managaement licenses , and the existing ShotSpotter application.

- **Drakontas DragonForce:**
  - Drakontas Collaboration Software Application Includes:
    - Drakontas DragonForce 50 user licenses (cloud based) – 5-year subscription
    - 1 Time set-up fee for a 50-users package.
    - SSL Certificate & Customer Domain Name one-time setup fees
    - Drakontas Online/Webinar Training (4 hrs.).
- **MCC 7500E Integration**
  - Integrated with a single CommandCentral Aware client.
- **Post Incident Video Analytics:**
  - 1 Briefcam Protect Software for 5 years.
- **CommandCentral Software-as-a-Service (SaaS) Solutions including:**
  - CommandCentral Analytics 5-Year Subscription.
  - CommandCentral Predictive 5-Year Subscription.
  - CrimeReports Plus 5-Year Subscription.
- **Video Management System Solutions:**
  - Motorola Solutions Avigilon Blue VMS.
  - Motorola Solutions Avigilon HD Network Video Recorders.
- **Services:**
  - Professional System Integration Services.
  - CommandCentral Aware Professional Consulting Services.

1.2.1.1 City of Jacksonville CommandCentral Aware-Video System Diagram



1.2.2 CommandCentral Interfaces

Table 1-1 below lists the specific interfaces included in our solution. An Interface Specification Document (ISD) will be provided for each interface. The ISD details the specific features and functionality of the interface and describes the implementation process and responsibilities of the involved parties. Any requests for change to the ISD following contract is subject review and consideration through the change order mechanism of the contract.

Table 1-1: Solution Interfaces

Interface Name	Interface Description
PremierOne CAD	Data connector to the PremierOne CAD system
Avigilon ACC	Video connector to the Avigilon ACC
Avigilon Blue	Video connector to the Avigilon Blue ** *an ISD for Avigilon Blue will be provided for review prior to contract signing.*
Lenel Onguard VMS	Video connector to the Lenel Onguard system
IMW	Data connector to ASTRO radio system for GPS locationing
2 Additional Interfaces	For future use.

CommandCentral interfaces are dependent on the functionality made available to Motorola Solutions by Customer's third-party system. JSO is responsible to provide connectivity to third-party system via the SDK, API, or other Motorola Solutions-approved access.

1.3 DESIGN CONSIDERATIONS

Considerations for the design of the Phase 2 solution:

- The CommandCentral Aware and Inform solution provides separate data layers for radios, ARL, CAD events and other third-party data. Layers can be turned on and off as desired.
- The JSO is responsible for connectivity between the various networks.
- VPN remote access is required for Motorola Solutions personnel.
- JSO is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Motorola Solutions' solution does not include any services, support, or pricing to support JSO third-party upgrades.
- JSO is responsible for the impact to third-party systems inclusive of CommandCentral interfaces as a result of upgrading a third-party system. Motorola Solutions strongly recommends working with us to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola Solutions will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the City and/or the County for this project, even if Motorola has been involved in recommending such contractors.
- JSO is responsible for providing backup power as necessary.
- JSO will provide Internet access to CommandCentral Aware clients(s) and server(s). This includes software licenses and media and installation support from the City's and JSO's IT personnel.
- JSO will provide Antivirus software for the Aware client.

- Existing UPS (Uninterruptible Power Supply) is available at the site where the equipment (server and workstations) is installed.
- Backhaul equipment, installation, and support costs are to be provided by the JSO.
- Low latency is critical for real-time operations. The speed with which data appears on the Aware display depends in large part on how quickly the information is presented to the Aware interface. Major contributors to the latency are typically network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (i.e., CAD, AVL, ALPR, etc.) Consequently, although the Aware product strives to provide near-real-time performance, Motorola Solutions can provide no guarantees as to the speed with which an event (or video stream) appears on Aware once the event is triggered.
- JSO must provide Motorola Solutions access with administrative rights to Active Directory for the purpose of installation/configuration and support.

1.4 NETWORK CONNECTIVITY REQUIREMENTS

1.4.1 CommandCentral Aware/Inform

The workstations positions will be connected through the local IP network.

Network Physical Requirements

- 1 network ports for Avigilon NVR.
- 1 network port per Aware workstation.
- 1 4-post rack for the Avigilon NVR with at least 30-inch depth.
- 2 circuits to distribute power to the server (dual power supplies).

Network Requirements

- Provide network ports that are 1GB capable.
- Bandwidth with be provided between the Aware NVR, VMS Servers, Cloud VMS sources, and Aware Clients.
- Final bandwidth requirements will be determined at Detailed Design Review.
- The Avigilon NVR will be network routable to CommandCentral Aware server and client.

Motorola will work with JSO's IT personnel to verify that connectivity meets requirements. The JSO will provide Internet access to the CloudConnect server supplied as part of the Pilot project. A minimum of 1 Gigabit network ports for the server will be provided.

Inform Design Requirements

- The max number of icons viewed on the Inform Client at one time, per instance, is 2000.
- The max number of updates per second on the Inform Client is 100.
- The maximum number of radios per server is approximately 5000.
- Minimum bandwidth needed between the CloudConnect Server and the CloudConnect platform is 1.1 Mbps.

1.4.2 MCC 7500E Integration

Network Connection Requirements

- The MCC 7500E Dispatch Console uses wired (Ethernet) or wireless broadband (e.g. 4G, Wi-Fi) networks to establish voice communications with trunked and conventional radios.

Bandwidth Requirements

- Up to 35 kbps per channel, up to 175kbps for a 5 stream dispatch console, and up to 350 kbps for a 10 stream dispatch console.

Network Jitter Allowed

- 131ms. Max.

Dropped Packets Allowed

- 1% packet loss max.

Maximum Delay

- Latency between the console site where PRX 7000 Console Proxy is to be installed and the core; lowest latency site link to the core (RF Site or Console Site) < 10 ms.

1.5 ASTRO INTEGRATION

1.5.1 ASTRO Infrastructure Requirements

CommandCentral can obtain the location of APX subscriber radios via the First Coast Radio System ASTRO 25 infrastructure and IMW application. This capability allows users to monitor the location of personnel who are using APX subscribers. The location update rate is configured within IMW. Specific requirements below:

- Remote Access to CommandCentral CloudConnect server (VPN Preferred).
- IMW 5.2 with Location and Presence licensing.
- Radio System ASTRO25, R.7.14+
- Enhanced Data and Group Management
- Adequate electrical power, outlets, and UPS are available at the location where the CloudConnect will be installed.
- APX portable or mobile subscribers equipped with a GPS receiver, the current subscriber firmware version, and the Enhanced Data option. XTL/XTS subscribers do not support Enhanced Data and are not recommended for use with location reporting solutions.

A capacity analysis will be performed to determine the system's ability to accommodate CommandCentral Inform features.

1.6 COMMANDCENTRAL SOLUTION DESCRIPTION

This section describes the general functionality of the software components.

1.6.1 CommandCentral Aware

CommandCentral Aware provides an aggregated user–configurable set of views that integrate events and video from multiple disparate public safety systems. These views are visible across the multiple monitors and the view layouts are customized to meet specific deployment needs. CommandCentral Aware identifies and distributes incident-relevant intelligence to first responders in real-time. This incident-relevant intelligence includes video, CAD incident mapping, email integration, and other alarms from data sources, integrated via software connectors, into the Aware system. ESRI maps are built into CommandCentral Aware which also provides the ability to import their own ESRI custom map-layers.

The CommandCentral Aware is deployed in a client-server architecture. Each Aware client position is typically comprised of a workstation with three monitors. It receives CAD events and/or other data from the Aware server and it interfaces to one or more Video Management Systems (VMS) to display multiple video feeds (subject to camera licensing) for a unified view at the CommandCentral Aware position. The Aware Client supports an incoming rate of up to 60 events per second and can display up to 5000 events at one time.

The Aware server provides the interfaces to the external systems from which the data is being collected and distributes this information to the Aware Clients.

1.6.1.1 Key Features of CommandCentral Aware

Geospatial Event Mapping: View camera locations, CAD incidents, personnel status, and location, open source data alerts, sensors and more, visualized on a map (i.e. ESRI online, ESRI server, or static map layers) that can be modified with any of your agency's other data layers.

Activity Monitor: View a real-time feed of alerts and incident occurrences as they populate on the map. Each event can be viewed in detail with information drawn from additional data sources pertaining to that specific event.

Correlation Engine: Automatically associate related data together from disparate systems to get a comprehensive picture of the incident or threat occurrence. This can include nearby video sources, related open-source data alerts, a CAD incident, sensor alarms, and more.

User-Centric Workflow and Automation: Display the application in a one-, two- or three-screen configuration and with custom layouts to meet individual needs and workflows. Create rule-sets to perform automated actions based on event types, helping to reduce the amount of steps necessary to support an incident effectively.

Unified Voice and Data Communication: Integrate the MCC 7500E IP Dispatch Console to monitor and communicate directly with field personnel. Actionable intelligence can also be distributed with text and multimedia messaging through a smart client.

NOTE: Available intelligence is limited to what is included on the Customer's existing systems, on the Aware options purchased, and with the integrations outlined in the proposal and final system description.

1.6.2 CommandCentral Inform

Motorola Solutions CommandCentral Inform application uses a multi-tenant cloud based repository for the ingest of thousands of events. Inform provides an easy-to-access, mobile common operating picture that displays actionable role-based information. Intelligence is organized on a geospatial map in real-time using layers to show the event location of people, resources, events, alerts, analytics, and developing situations such as weather and traffic conditions.

CommandCentral Inform provides situational awareness from multiple systems that previously required separate interfaces to piece the information together, and, critical decisions can be made more efficiently because users have all the information that they need in the field and in the office.

CommandCentral Inform visualizes data and multimedia providing personnel in the field or in the command center with critical information to better coordinate, increase situational awareness and improve safety. HTML5-based, CommandCentral Inform can be used on nearly any device, operating system and network. Motorola Solutions' CommandCentral Inform solution will provide the ability to adding the customer's ESRI Geographic Information Systems (GIS) layers on the map.

The application ingests event data at a subsecond level to be published out to the subscribed application user of Inform. In order to streamline the publication of this data there is a suggested limit of not more than 5000 events reporting/posting at one time. This limit is put in place to assure overall performance and comprehensive visual for the user. The suggested limit of 5000 events is the maximum number of events that Motorola Solutions has tested to in a controlled lab environment. Static resources with no dynamic data events do not count towards the limit of 5000 events. Inform only requires user subscriptions and data connector licensing subscriptions.

The Inform Client supports an incoming rate of up to 60 events per second and can display up to 2000 objects at one time.

1.6.2.1 Key Features of CommandCentral Inform

Unified Mapping: See events like CAD incidents and sensor alarms, alongside resource locations like personnel and cameras, visualized on an ESRI-based map that can be customized with any of your agency's other data layers. This view is shared with CommandCentral Aware and can even include data layers from CommandCentral Analytics (i.e. ESRI online, ESRI server, or static map layers).

Desktop & Mobile Accessibility: Work seamlessly from desktop to mobile. CommandCentral Inform is accessible via web browser on any computer as well as from any tablet or smartphone running Android or iOS.

Data Layer Filtering: Each data source can be shown or hidden based on selecting or deselecting it in the data layer panel. Data layers can also be prioritized to ensure certain information takes visual precedence on the map.

Critical Information Display: Information associated with each event or resource on the map can be viewed in the critical information display. This includes things like incident details from a CAD event, video attachments or status readings from a sensor.

Team-Based Permissions: Restrict what personnel see based on what they need to be most effective. This ensures that consistent and relevant information is being referenced from a true common operating picture.

"View-Only" Information Access: Ensure workflows are unhindered by access to information in the simplest form possible. CommandCentral Inform's "view-only" design guarantees users are able to digest the information they need while staying focused.

1.6.3 Drakontas DragonForce

DragonForce is a team collaboration, shared situation awareness software application. There are two primary components of the DragonForce system: 1. A back end server that can be either cloud-based or deployed on your IT infrastructure, which provides server and data storage services; 2. A set of client interfaces (this is the one included in this proposal): DragonForce Mobile, an app that you download and install onto your Android or iOS smartphone or tablet; and DragonForce Web an HTML5 app that runs in your favorite browser.

1.6.3.1 Key Features of Drakontas DragonForce

DragonForce provides the following product capabilities.

Multiple Client Views: The DragonForce environment provides several different interfaces. These interfaces are designed for different operational roles and equipment likely to be used. These interfaces include:

- DragonForce Web—This browser-based interface allows the user to manage personnel, groups and department records.
- DragonForce Mobile—This interface is provided for use on smartphones and tablets (Android or iOS).

Multi-Interface Login: A user may be logged into DragonForce via multiple client interfaces simultaneously. For example: a user who is logged into DragonForce Web on a laptop at a command post can also be logged in to DragonForce on the smartphone that they are carrying. Thus, when a user leaves the command post, all of the incident information they were viewing travels with them.

Tracking of Personnel: The DragonForce system allows for the real-time tracking of all users logged into the system. Location information is rendered on a street view or satellite view map. Locations may be contributed automatically if the client device has GPS capabilities or they may be contributed manually by dead reckoning a users' locations on the map.

Collaborative Whiteboarding: Any image file (jpg, gif, png, bmp, tif) that is imported into DragonForce is automatically converted into a collaborative whiteboard. Any user who is granted access to this whiteboard may make freehand drawing annotations or place icons onto the whiteboard. These changes are immediately seen by all users with access to the whiteboard. Examples of whiteboard imagery include: maps, building floor plans, pictures of buildings, equipment, actors, suspects and incident scenes.

Text Messaging: Users may send secure text messages to other individuals or to groups of individuals. All messages are time stamped and labeled with the sender and recipient. All messages are logged by the system.

- Quick Text—DragonForce allows for the provisioning of Quick Text messages. These are pre-configured text messages of frequently used words or phrases that are accessible from a drop down menu on all client interfaces.

Digital Forms: DragonForce reduces paperwork via its powerful digital form capability. Any paper form can be converted into a DragonForce form where the user can collect text, pictures and media using their smartphone, tablet or laptop. This data can then be exported as an Excel spreadsheet or directly sent to an external database. This eliminates the cost and errors associated with re-entering paper based data. DragonForce forms are suitable for many applications including: situation reports, crime scene documentation, citations, emergency management surveys, etc.

User Status: The status (on-line, off-line, and unavailable) of each user of the system is constantly monitored and displayed on the roster of each client interface.

User Aliasing: Each DragonForce user has a unique username and password that are used to securely log into the system. However, a user may identify themselves via a user alias as their role changes. This alias identifier can be changed at any time.

Incident Group Management: The DragonForce system provides collaborative groups. Once a user is placed into a group all information elements (location, text messages, whiteboards and files) are made available to that user.

File Sharing: The DragonForce system provides a Department Archive where the customer may store documents and images. These files are accessible by all DragonForce clients. These files may be shared with any incident group. Furthermore, any file contributed by any group member is immediately shared with all other group members. Each individual user also has a private storage space where they may store files of particular interest to them.

After-action Reporting: All locations, text messages and files are permanently logged by DragonForce. Authorized users may generate after-action reports by retrieving this information for any timeframe and combination of users.

Multiple Department Support: DragonForce users may be provisioned into multiple "Departments" i.e. Police, Fire, SWAT, EMS could all function as separate departments. Each DragonForce department gets its own archive for file storage, as well as its own whiteboard icon palette and quick text message lexicon. These departments can be configured to function independently of one another; but, if needed "share groups" can be created allowing personnel from multiple departments to share resources. DragonForce provides a fully interoperable solution for multiple department operations

Data Encryption: All data transmitted between the clients and the server is secured by 256-bit AES encryption.

1.6.4 CommandCentral Analytics

Through the JSO's existing CAD/RMS systems, CommandCentral Analytics can unify historical incident data in the form of heat charts, graphs, maps and activity timeline views. The information can be filtered by time, crime type and area then reviewed through an unlimited number of customizable dashboard reports, shareable with anyone on staff. Historical event narratives and incident information are displayed on each monitor, pulled directly from your CAD and Records systems.

CommandCentral Analytics is vendor agnostic and able to integrate with any technology on the market to ensure you have the best information at hand. The JSO's custom reports could be shared with personnel via email, automatically or ad hoc, and can be accessed across devices and operating systems. Bring your intelligence with you to staff meetings, in the field or on the road.

1.6.4.1 Key Features of CommandCentral Analytics

Advanced Data Analysis: Unify historical incident data from your computer-aided dispatch and records management systems in the form of heat charts, graphs, maps and activity timeline views. Filter data by date, incident type and area for more targeted exploration.

Custom Dashboards: In addition to five preconfigured dashboards, create an unlimited number of custom dashboards with your preferred layout, the information you want to see and how you want to see it.

Full Case Narrative Support: Read historical event narratives and incident information within each display, pulled directly from your computer-aided dispatch and records management systems.

Data Quality and Validation: Eliminate common data entry errors such as mis-mapped and mis-classified incidents. The Data Quality and Validation (DQV) tool includes simple click-to-correct functionality and rule assignments to ensure mis-mappings are fixed and prevented in the future.

Dashboard Sharing: Share dashboards with personnel via email reports, automatically or ad hoc. Dashboards can be shared amongst any CommandCentral Analytics users as well as with external contacts

Interjurisdictional Data Sharing: Compile, review, and analyze data across two or more agencies at the same time. Switching from your agency's data to all shared data is as simple as the click of an on/off switch.

Shapefile Integration: Segment your operating picture into separate beats or zones in order to provide staff with dashboards detailing the activity that occurred in their areas.

Device Agnostic: Work seamlessly from desktop to mobile. CommandCentral Analytics is accessible via web browser on any computer as well as from any tablet or smartphone running Android or iOS.

1.6.5 CommandCentral Predictive

Statistical techniques using modeling, machine learning and data-mining from current and historical data to make predictions about what might happen to guide decision-making.

Tiered Predictions

- Tier 1 – High Probability.
- Tier 2 – Moderate Probability.
- Tier 3 – Lower Probability.
- Prediction Area Details.
- Street View.
- 1000' x 1000' Patrol Areas.
- Predict by Shift.
- Predict Today or Tomorrow.

Street View

- Quick Access from Map View.
- Awareness for New Patrolmen.
- Easier Operational Planning.
- Virtually Drive the Beat.

Targeted Area Predictions

- Crime Type Grouping.
- Prediction Box Overview.
- Historical Reports.
- Detailed Narratives.

1.6.6 CrimeReports

CrimeReports helps law enforcement agencies promote two-way dialogue with their community by proactively sharing local crime information and visibility to agency operations. Transparent and timely communication increases public confidence and reduces the need to fulfill individual information requests.

Crime data from Records Management or Computer-Aided Dispatch systems (RMS/CAD) is automatically published in an online, interactive map. Citizens can sign up to receive alerts from their local agency, as well as customized daily, weekly, or monthly updates on any number of crime types.

1.6.6.1 Key Features of CrimeReports

Data Feed: Automatically publish the most up-to-date crime information for up to the last 6 months.

Incident Details: Provide the public with detailed information about crimes and 9-1-1 calls for increased agency transparency.

Sex Offender Data: Increase awareness of sex offender locations through federally-syndicated offender information.

Crime Trending Analytics: Display basic trends over time that show if crime has been increasing or decreasing.

Anonymous Tipping: Citizens can send tips related to crimes already listed on the map to aid investigations, as well as for non-reported crimes. And while tips are anonymous and encrypted, agencies can communicate with the tipster through email to gain further information

Camera Registration: Enable willing citizens and businesses to register the location of fixed personal and commercial video cameras. Used with CommandCentral applications to view the location of registered cameras and quickly contact the person/business when there is a crime to aid in emergency response and investigations.

Mobile Application: Citizens can download the CrimeReports mobile application (iOS or Android) to get instant alerts and submit tips wherever they are.

1.6.7 CrimeReports Plus

CrimeReports Plus provides additional features that expand upon the standard Crime Reports product.

Integrates with Existing Systems

CrimeReports Plus integrates with your existing RMS and CAD systems. Your agency's crime information is mapped to the available crime types in CrimeReports Plus and then shown as an icon and as graphs on the site. At the click of a mouse, citizens can review calls for service, crime types, time, general location, and more.

- Citizens can view crime for any date range up to two years.
- Complete control of published data.
- Crime trend analytics for the public.
- Easy to embed crime maps on social media or any website.
- Include custom branding and message, including agency social media feeds.

Provide Access to Crime Alerts and Updates

With CrimeReports Plus you can allow citizens to register to receive official alerts from your agency. They can also request daily, weekly, or monthly updates on any number of crime types listed on your agency map. This information is provided effortlessly and seamlessly through automated email messaging.

- Clear, transparent, and timely communication.
- Reduce public inquiries.

1.7 VIDEO SOLUTION DESCRIPTIONS

1.7.1 Avigilon HD Network Video Recorders

Avigilon HD Network Video Recorders (NVRs) provide superior performance and reliability for video surveillance applications. All NVR models come with optimized high-performance recording technology, a three-year Avigilon warranty with dedicated support, and numerous additional features, including:

Avigilon Control Center (ACC) Video Management Software

Pre-installed and pre-configured plug-and-play solution for managing multi-megapixel digital IP and analog cameras.

Avigilon Appearance Search™ Technology

Avigilon Appearance Search technology* enables security operators to locate a specific person or vehicle of interest across an entire site.

Plug-and-Play Set Up

Pre-configured operating system, hot-swappable drives, and RAID technology enables quick deployment and increases system uptime and availability.

NVR Premium

- Highest throughput, retention, and performance.
- 1800 Mbps maximum throughput.
- 96 TB recording capacity RAID 6 configuration.

1.7.2 Avigilon Blue

The Avigilon Blue Connect device enriches non-analytic IP cameras and analog encoders with Avigilon's industry leading self-learning video analytics. When used with Avigilon Blue cloud, the system detects people and vehicles in defined areas and sends push notifications with a 10-second video clip. This enables you to identify the root cause of a security event and take the appropriate action. Avigilon Blue sends you the alarms that matter.

The Avigilon Blue Connect device, part of the Avigilon Blue cloud service platform, combines on premise recording with cloud management to deploy, manage and service more sites with fewer resources, helping you scale your business faster. Easily setup, configure and link Avigilon

Blue Connect devices to the cloud in minutes with universal plug-and-play network protocols and an intuitive web based user interface to receive cloud notifications and video verification clips based on analytic events. This device helps bring enterprise-grade security to small and medium-sized deployments.

Key Features

- Brings attention to the events that matter most with built-in analytics technology that integrates with Avigilon and ONVIF® Profile S compliant cameras.
- Automatically sends analytic event-based video verification clips to the cloud for instant viewing and sharing.
- Automatic camera detection, configuration and plug-and-play installation.
- Enables ONVIF Profile S compliant cameras to be connected based on unit port capability.
- 30 days of high-definition video, recording both primary and secondary camera streams.
- Provides high-speed throughput for simultaneous recording, playback and live streaming.
- Records up to 30 images per second per channel. View analytic object overlays when reviewing video clips.
- Accepts remote firmware updates from the Avigilon Blue cloud service platform.
- No software to install and maintain.
- The 8-port model provides built-in PoE+ for easy powering of cameras within the system.
- Includes a 3-year limited warranty from Avigilon, with extended warranty available.

1.7.3 Avigilon Self-Learning Video Analytics

Smarter Video Analytics

Avigilon offers a smarter analytics solution. Through the use of high-definition video analytics, pattern-based analytics algorithms, and teach-by-example capabilities, we provide preventative protection through proven self-learning video analytics technology.

Analyze Video in Full HD

Avigilon analytics technology leverages our knowledge of managing high-definition video to analyze in full HD resolution, without any encoding or loss of quality. We deliver greater accuracy and a higher level of protection to keep your assets safe and secure.

Sharper Identification Accuracy

Avigilon advanced video pattern-based algorithms recognize the movements and characteristics of people and vehicles, while ignoring any activity that is no't relevant to a scene. Teach-by-example technology enables users to provide feedback about the accuracy of alarms to refine the device's self-learning capabilities.

Always-on Technology

Personnel cannot be everywhere all the time. Avigilon's analytics solutions can monitor an area 24/7/365. Get peace of mind with your existing system, knowing you a're covered all the time, any time.

1.7.4 BriefCam Protect Video Analytics Solution

Video Synopsis® is the simultaneous presentation of objects, events and activities that occurred at different times through the same camera view. BriefCam® Syndex offers a powerful set of video review tools for locating events of interest so that users can reach targets more quickly than ever before. Filter by time, object size, color, direction and other criteria to quickly find relevant video.

The proposed BriefCam solution includes all BriefCam capabilities including, Video Search (Search by color, object type, presence of bags or backpacks, vehicle types), Data Reporting, Live Alerting, and File Import capabilities.

While there are many automated video analytic solutions on the market, BriefCam differs in its simplicity and immediate intuitiveness for virtually any user. Video Synopsis provides a very short representation of a long time period while preserving all essential activities of the original video. This is done by presenting multiple objects and activities simultaneously—even if they have occurred at different times—and is performed in three stages.

- **Ingest:** As it is fetched, the video is analyzed, separated into background (static, non-moving objects) and foreground (dynamic, moving objects). The moving objects are extracted and inserted into a database.
- **Synopsis:** The user specifies a time period of interest (e.g. last 24 hours), and all relevant objects and backgrounds for the specified period are extracted from the database. The Video Synopsis is generated from these objects and backgrounds. Because objects are shown simultaneously, even though they occurred at different times, the resulting Video Synopsis is very short.
- **Index:** The user selects an object of interest. This object points to and indexes back to the original video. The basic Video Synopsis can be further augmented by allowing users to search video according to attributes: size, color, speed, direction and location within the frame. The unique "Similar to This" function enables users to search their video according to hard-to-define, "I'll know it when I see it" attributes. As in any search engine, results can be ranked in order by probability – from highest to lowest depending on how well they match the search criteria – ensuring that the most relevant events of interest are presented first.

1.8 EQUIPMENT LIST

ITEM #		QTY	NOMENCLATURE	DESCRIPTION
COMMANDCENTRAL AWARE				
1	-	2	T8054	AWARE ADDITIONAL SEAT USER LICENSES
2		1	CA02545AA	AWARE EVENT/INCIDENTAL CONNECTORS (PH.2: P1CAD, AVIG.BLUE, AVIG.ACC, Lenel Onguard VMS)
3	-	2	HKVN4455A	AWARE USER LICENSE SOFTWARE MAINTENANCE 1 YEAR
4	-	3	HKVN4459A	EVENT/INCIDENT CONNECTOR - ANNUAL SUBSCRIPTION 1 YEAR (PH.2 LENEL VMS; PILOT - SHOTSPOTTER, SMARTVUE, PCAD)
5	-	4	DQWQ79664140W5YR	AWARE WORKSTATIONS HP Z640 ZD2.2 32GB/256 PC W/5yr 9x5 SUPP.
6	-	12	DS1JS10A4ABA	MONITORS - HP Z27n G2 - LED MONITOR - 27"
AWARE - LMR INTEGRATION MCC7500E CONSOLE				
7	-	1	SQM01SUM0273	MASTER SITE CONFIGURATION
7	a	1	CA02629AC	ADD: EXPAND 7.17 M CORE
7	b	1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
8	-	1	B1948	MCC 7500E DISPATCH POSITION LICENSES
8	a	1	UA00653AA	ADD: BASIC CONSOLE OPERATION
8	b	1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
8	c	1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
8	d	1	UA00658AA	ADD: SECURE OPERATION
8	e	1	UA00651AA	ADD: 100 RADIO RESOURCES LICENSE
8	f	1	UA00254AA	ADD: PRX 7000 PROXY SW LICENSE (1-10 CONNECTIONS)
9	-	1	B1949	MCC 7500E SOFTWARE DVD
10	-	2	B1952	SPEAKER, DESKTOP, USB
10	a	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
11	-	1	B1941	USB AUDIO INTERFACE MODULE
12	-	1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
13	-	2	B1913	MCC SERIES HEADSET JACK
14	-	1	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
15	-	1	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
16	-	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
17	-	1	T7885	MCAFEE WINDOWS AV CLIENT
18	-	1	BVN6079	PRX 7000 Proxy Application SW DVD
19	-	1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
20	-	1	T8126	FORTINET FIREWALL APPLIANCE
21	-	1	CLN1868	2930F 24-PORT SWITCH
22	-	1	SQM01SUM0205	GGM 8000 GATEWAY
22	a	1	CA01616AA	ADD: AC POWER
23	-	1	TRN7343	SEVEN AND A HALF FOOT RACK
24	-	1	DSOP820B	PDU, 120V HARDWIRE (8) 20A OUTLET PDU WITH TYPE 3 SAD PROTECTION
25	-	1	DS1101378	RACK MT ADAPTER PLATE, 19 IN FOR DSOP820B, DSOP820B2 & DSNSOP820B
26	-	1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56

ITEM #	QTY	NOMENCLATURE	DESCRIPTION
			COMPLIANT
27 -	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
COMMANDCENTRAL INFORM			
28 -	1	HKVN4451A	CC-INFORM BASE STARTER PKG 25 USERS 1 YR SUB
COMMANDCENTRAL SAAS PRODUCTS (SUBSCRIPTION BASED)			
29 -	1	SSV00S01046A	CC ANALYTICS 1 YEAR SUBSCRIPTION
30 -	1	SSV00S01048A	CC PREDICTIVE 1 YEAR SUBSCRIPTION
31	1	SSV00S01012A	CRIMEREPORTS PLUS 1 YEAR SUBSCRIPTION
VIDEO MANAGEMENT SYSTEM AND CAMERA SOLUTION			
33 -	81	TT3412A	3.0C-H4A-BO1-IR-B -3.0 Megapixel WDR, LightCatcher, 3-9mm f/1.3 P-iris lens, Integrated IR, Self- Learning Video Analytics
34 -	81	DDN2647A	H4-BO-JBOX1 - Junction box for the H4A HD Bullet
35 -	39	VMA-BLU-8P8	VMA-BLU-8P8 - This Avigilon Blue Connect device supports from 2 to 8 cameras. It offers eight POE+ ports and stores approximately 30 days of video. It brings analytics to as many as eight 2 MP cameras
36 -	36	BLU-C032-S030-5YR	BLU-C032-S030-5YR - Year 1 - Avigilon Blue self-monitoring video surveillance services for 32 cameras with 30 days' storage for analytic event video; unlimited user accounts; Web, iOS, and Android, all languages. 5-year contract. Must have an Avigilon Blue Connect device. (For 81 cameras)
37	24	TT3412A	3.0C-H4A-BO1-IR-B - 3.0 Megapixel WDR, LightCatcher, 3-9mm f/1.3 P-iris lens, Integrated IR, Self- Learning Video Analytics
38	24	DDN2647A	H4-BO-JBOX1 - Junction box for the H4A HD Bullet
39	24	DDN2649A	POE-INJ2-PLUS-NA - Indoor single port POE+ injector, for use with H4 PTZ in ceiling or pendant variants in temperature range of -10°C to +50°C (14°F to 122°F);
40	1	TT3424A	HD-NVR4-PRM-96TB-NA - HD NVR4 PRM 96TB 2U Rack Mnt, Windows Server 2016
41	1	TT3332A	48C-ACC6-ENT -ACC 6 Enterprise license for up to 48 camera channels
VIDEO SYSTEM SPARES			
42 -	5	TT3412A	3.0C-H4A-BO1-IR-B - 3.0 Megapixel WDR, LightCatcher, 3-9mm f/1.3 P-iris lens, Integrated IR, Self- Learning Video Analytics
43 -	5	DDN2647A	H4-BO-JBOX1 -Junction box for the H4A HD Bullet
44 -	1	VMA-BLU-8P8	VMA-BLU-8P8 - This Avigilon Blue Connect device supports from 2 to 8 cameras. It offers eight POE+ ports and stores approximately 30 days of video. It brings analytics to as many as eight 2 MP cameras
45 -	2	DDN2649A	POE-INJ2-PLUS-NA - Indoor single port POE+ injector, for use with H4 PTZ in ceiling or pendant variants in temperature range of -10°C to +50°C (14°F to 122°F);
BRIEFCAM VIDEO ANALYTICS			
46 -	1	DSBCSYNBCPPT1	BriefCam Protect – VMS and File Based Import. 100 Camera Channels Included. Includes Forensics, Data Reporting and Live Analytics, 5 concurrent client licenses.
47 -	1	DSBCBSYNMAU2	SW maintenance & upgrades for 1 year

SECTION 2

STATEMENT OF WORK

2.1 OVERVIEW

This Statement of Work (SOW) describes the work involved in the implementation of the solution Motorola Solutions will deliver to the City of Jacksonville, Florida. It clarifies the responsibilities for both Motorola Solutions and the City during the project implementation and the Motorola Solutions' deliverables.

This SOW provides understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW may be revised as needed to incorporate any changes acknowledged throughout the project via the change provision of the contract.

2.2 PROJECT SCOPE

The scope of this project consists of the supply of equipment, software and services required to implement a CommandCentral Aware and Video Surveillance Systems solution as described in the System Description.

2.3 PRELIMINARY SCHEDULE

The preliminary estimate for completion is 6 to 8 months from contract execution and is dependent on equipment provider lead times. The final Performance Schedule will be finalized during the Contract Design Review (CDR) on a mutual agreement between both parties.

2.4 ASSUMPTIONS AND CAVEATS

Motorola Solutions has made several design decisions and assumptions in preparing this proposal, which are noted below. Motorola Solutions and the City will verify all assumptions and seek alternate solutions as needed to support the delivery, installation, testing and acceptance of the solution. Changes to the equipment or scope of the project after contract will be addresses via the change provision of the contract.

- Work will be performed during normal work hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., local time.
- The terms "connector" and "interface" are used interchangeably in this document.
- Motorola Solutions is not responsible for the performance and/or delays caused by other contractors or vendors engaged by the City for this project.
- The City is responsible for all licensing, site access, or permitting (i.e. local, state, or federal permits) required for project implementation.
- The City is responsible for providing electrical power, per Motorola Solutions'-supplied specifications, and outlets at the site where all the Aware equipment will be installed. Sites will be compliant with applicable electrical codes.

- All electrical work, as needed, is the responsibility of the City.
- Existing UPS is available at the site where the CommandCentral equipment (cloud-connect and workstation) will be installed.
- Backhaul equipment, installation, and support costs are to be provided by the City.
- The City will remove and/or dispose of any existing equipment.

2.5 CONTRACT

2.5.1 Contract Award

The City and Motorola execute the contract and both parties receive copies of contract documentation.

2.5.2 Contract Administration

Motorola Solutions Responsibilities:

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign and manage Motorola Solutions project team resources necessary for project implementation.
- Schedule the project kick-off meeting with the City.

City of Jacksonville Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for the City's signed approvals.
- Assign and manage the City project team resources necessary to ensure completion of project tasks for which the City is responsible.

Completion Criteria:

- Both Motorola Solutions and the City assign project team participants.
- Project kickoff meeting is scheduled.

2.5.3 Project Kickoff

Motorola Solutions Responsibilities:

- Conduct a project kickoff meeting.
- Introduce and review the roles of the Motorola Solutions project team participants to establish decision-making authority and communication flow between project participants.
- Request third-party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with all local and/or remote systems and facilities not previously identified in the Interface Specification Document within 10 days of the Project Kickoff Meeting, at the City's expense.

- Review with the City the potential requirement by third parties for the City to execute non-disclosure agreements, "Connected Partner" agreements, or other approvals as a prerequisite to acquiring APIs, SDKs, data schema or other documentation essential for Motorola to complete interfaces. Motorola is not responsible for any charges imposed by third-parties for said items. Data exchange development must adhere to third-party licensing agreements.
- Confirm the location where Motorola Solutions-provided hardware will be installed.
- Request and/or confirm the City's approval for staging and shipping of hardware, the ship to location, and establish a preliminary installation date for all locations.
- Review the Draft Performance Schedule with the City's project manager or main point of contact person, to address upcoming progress or billing milestones, and re-baseline the schedule according to the most current understanding of the Scope of Work and Motorola Solutions and the City's ability to support deployment.
- Provide the list of requirements to the City for tasks, features or interfaces not clearly addressed in the original contract; and schedule a CDR to formalize the scope of work and provide a basis for any associated change order(s) required to memorialize updates to such previously undefined items, as agreed to in the subsequent CDR.
- Review the City's CJIS requirements. Provide the City with the CJIS qualifications of assigned Motorola Solutions personnel, and provide the City with Motorola Solutions' CJIS point of contact for any personnel modifications and for the remote System Support personnel.
- Request from the City Internet access for the Aware workstations and VPN access for both remote deployment activities and remote diagnostics by the Systems Support Team in the event of a system failure.

City of Jacksonville Responsibilities:

- The City will identify key project team participants and ensure they attend the kickoff meeting.
- Introduce and review the roles of the City's project team participants to establish decision-making authority and communication flows between project participants. Be prepared to assign additional personnel with specialized skill sets (networking, security, etc.) to support Motorola Solutions personnel at the various stages of deployment of the contracted solution.
- Review the contract; overall project scope and objectives; Equipment List; Draft Performance Schedule; Sample Acceptance Test Plans; Network Path Requirements; and the Interface Specification Document(s) to confirm validity of the assumptions contained therein. Changes to the equipment list or the project scope that modify or increase the level of effort and/or cost to Motorola Solutions to deliver the desired solution will require the execution of a change order prior to implementation by Motorola Solutions.
- Provide the requested information on third-party APIs, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities not previously identified in the Interface Specification Document within 10 days of the Project Kickoff Meeting.
- Confirm the potential requirement by third-parties for the City to execute non-disclosure agreements, "Connected Partner" agreements, or other approvals as a prerequisite to acquiring APIs, SDKs, data schema or other documentation essential for Motorola to complete interfaces. the City is responsible for any charges imposed by Third Parties for said items. Data exchange development must adhere to third-party licensing agreements.

- Confirm the location where Motorola Solutions-provided hardware will be installed.
- Provide notice to proceed for shipment of hardware, the ship to location, and establish a preliminary installation date for all locations.
- Acknowledge the City's responsibilities to support Motorola Solutions resources required to meet deployment schedule requirements.
- Acknowledge the list of requirements provided by Motorola Solutions for tasks not clearly addressed in the original contract, and schedule a CDR to formalize the scope of work and provide a basis for any associated change order(s) memorializing such previously undefined tasks, as agreed to in the subsequent CDR.
- Provide Motorola Solutions with the City's CJIS requirements and a point of contact for Motorola Solutions' CJIS liaison to deliver confidential documentation. This includes advising the Motorola Solutions CJIS liaison immediately if any Motorola Solutions personnel are disqualified from participating in this project.
- Provide Internet and VPN access for remote deployment activities and remote diagnostics by the CommandCentral Systems Support Team in the event of a post-deployment system failure.
- Review the teams' interactions (reports, milestone acceptance, etc.) and the essential City's participants, and agree to a cadence and format for status update meetings.

Completion Criteria:

- Project kick-off meeting completed.
- Meeting notes identify the next action items.

2.6 CONTRACT DESIGN REVIEW

2.6.1 Review Contract Design

Motorola Solutions Responsibilities:

- Meet with the City's project team.
- Review the final contract documentation including, System Description, Statement of Work, Project Schedule, Sample Acceptance Test Plans, Network Path requirements, and Interface Specification Document(s) (ISD) to confirm validity, or update as required.
- Establish a baseline for the CommandCentral solution to be installed and identify any new or special product requirements and their impact on the project implementation.
- Provide revised network requirements for the CommandCentral Aware client software licenses based on mutually agreed upon changes to the features or interfaces outside of the original contract and/or ISDs.
- Update the contract document through a change request approved and executed by the City.

City of Jacksonville Responsibilities:

- Assign the key decision-makers to meet with the Motorola Solutions team.
- Provide updated or additional network environment information to Motorola Solutions not expressly agreed to in the ISD(s).
- Provide locations and access to the new data and video equipment that the City has requested to be part of the solution, if applicable.
- Work with the owners of the new and existing data and video equipment to establish network connectivity, if applicable.

- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required to obtain access to each of the sites identified for this project.
- The JSO is responsible for engaging the JEA to provide AC connectivity at the Internet backhauled sites.
- Provide the contact information for the license administrator for the project (i.e., IT Manager, CAD Manager, and any other key contact information as part of this project).
- Review and approve as agreed change requests evolving from the Contract Design Review.
- Provide the Design Approval certificate for the City acknowledgement.

Completion Criteria:

- Completion of the system design documentation, which may include an updated system description, equipment list, system diagrams, and/or other documents applicable to the project.
- Incorporate any deviations from the contracted solution by both parties executing a Change Order documenting all changes to the equipment list, interfaces and level of effort resulting from the Design Review.
- Execute the Design Approval certificate.

2.7 EQUIPMENT PROCUREMENT

2.7.1 Process Equipment List

Motorola Solutions Responsibilities:

- Reconcile the equipment list to the updated design documentation.
- Confirm with the City the secure storage location(s) to which the equipment will ship. Procure third-party equipment and/or services as per contract scope.

City of Jacksonville Responsibilities:

- Approve shipping location and contact.

Completion Criteria:

- Equipment List verified.

2.7.2 Procure Equipment

Motorola Solutions Responsibilities:

- Procure CommandCentral equipment per the contract equipment list.
- Procure third-party equipment and/or services.

City of Jacksonville Responsibilities:

- Receive and store equipment.

Completion Criteria:

- All equipment is shipped to staging or City facility.

2.7.3 Equipment Shipping

Motorola Solutions Responsibilities:

- Ship equipment to the City facility.

City of Jacksonville Responsibilities:

- Provide IP address information and verify that network paths are configured.
- Provide usernames and passwords to be used by Motorola Solutions as it configures the equipment at staging.
- Provide secured storage at the designated location.

Completion Criteria:

- All staged equipment is shipped to the field.

2.8 CONNECTOR DEVELOPMENT AND PROCUREMENT

Motorola Solutions will develop the connectors in accordance with the ISDs, which reflect mutual understanding of the connectivity and functionality for each interface (as agreed to during the Contract Design Review).

2.8.1 Develop Connectors

Motorola Solutions Responsibilities:

- Conduct a CommandCentral Connector Design Review(s) with the City project team.
- Connectors for the following data sources are included: Avigilon Control Center, Avigilon Blue Video Management Systems, and Lenel Onguard Video Management Systems, Motorola IMW and PremierOne CAD. Also, included are the previous data sources of Premier CAD, Smartvue, and Shotspotter.
- Establish demarcation point to define the connection between Aware and City-supplied data sources.
- Review data source documentation to assure developers have everything needed to implement the connector/interface.
- Review data source access information to assure developers have everything needed to establish a connection to the data source.
- Review network requirement topology to assure connector has access to both the data source and public internet.
- Request information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities.
- Provide minimum acceptable network performance specifications.
- Develop software interfaces (connectors) necessary for the system based on the proposed solution.

City of Jacksonville Responsibilities:

- Work with Motorola Solutions to provide requirements for the connectors.
- Provide requested detailed documentation for each data source including API, SDKs, data schema and any internal and third-party documents necessary to develop the connectors and establish interfaces with all local and remote systems and facilities within 10 days of the Project Kickoff Meeting.
- Provide all communications lines with third-party vendors (if applicable) and establish any network paths and network equipment in accordance with Project design and schedule and ensure that the necessary technical support is made available for installation, testing, and demonstration of the interfaces.
- Work with Motorola Solutions to define requirements for the connector.
- Ensure that necessary non-disclosure agreements, approvals, and other related issues are complete in accordance with Project design and schedule. Data exchange development must adhere to third-party licensing agreements.
- Assume responsibility for all cost and payment associated with non-Motorola Solutions development effort.
- Provide all the necessary access and permissions to network and system resources required to perform the data exchanges for this project. This includes both physical access and network access to servers and/or system databases.

Note: Motorola Solutions will not access any servers or systems without permission from the appropriate customer contact.

- Provide subject matter experts from each involved department to participate in analysis and design meetings as required.
- Provide Internet connectivity to each of the involved third-party servers needed to facilitate the data transfers.
- Provide VPN access to Motorola Solutions, Motorola Partners Solutions, and Motorola Solutions subcontractor's staff to facilitate delivery of services described in this Statement of Work.
- The City will be responsible for any modifications to their existing licenses, should modifications need to be made for Motorola Solutions to deploy the CommandCentral solution as described in the system description section.

Completion Criteria:

- Connector development is completed.

2.9 SYSTEM INSTALLATION AND CONFIGURATION

2.9.1 CommandCentral Aware Equipment General Installation and Configuration

Motorola Solutions Responsibilities:

- Receive and inventory all equipment specified in the equipment list.
- Coordination and implementation management of the third party solutions included in the scope of this project for the installation, configuration, optimization and training.

City of Jacksonville Responsibilities:

- Provide and install all communications lines and network equipment and configuration that are not Motorola Solutions-provided in accordance with the contract and performance schedule.
- Remove/relocate any existing equipment that is unrelated to Motorola Solutions' scope.

Completion Criteria:

- Motorola Solutions-provided equipment is at the City site and ready for installation.
- The City's facility is ready for equipment installation.

2.9.2 Aware Server Installation and Configuration

Motorola Solutions Responsibilities:

- Rack and install the Aware server on the City designated equipment rack.
- Connect the Aware server to a Power Distribution Unit (PDU) with redundant power provided by the City.
- Connect server to the City's network switch.
- Assign the City provided IP addresses to both the physical and virtual machine servers.
- Configure VMware server with contracted licenses.
- Configure Server with contracted software packages and apply licenses.
- Configure Aware virtual machines with the contracted application software.
- Configure network connectivity and test connection to Aware server.
- Test network connectivity to the Internet.

City of Jacksonville Responsibilities:

- Provide Internet access to the Aware workstations and server(s).
- Provide Internet and VPN access for remote deployment activities and remote diagnostics by the Systems Support Team.
- Provide IP addresses for server equipment per the approved design diagrams and documentation.

Completion Criteria:

- CommandCentral Aware server installation and configuration is complete.

2.9.3 CommandCentral Aware Workstations Installations and Configuration

Motorola Solutions Responsibilities:

- Install Aware workstation with monitors at the City's designated location.
- Configure the Aware workstations (Quantity 3) and client software supplied by Motorola Solutions.
- Connect the monitors to the Aware workstations in accordance with the system diagram
- Configure network connectivity.
- Connect workstations to the City's network switch.
- Test connection to Aware cloud connect.
- Test network connectivity to the Internet.

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

City of Jacksonville Responsibilities:

- Provide sufficient desk space to support the placement of the Aware workstation and monitors per contract equipment list.
- Provide IP addresses for workstation equipment per the design documentation.
- Provide Internet access to the Aware client licenses (Quantity 3). This includes software licenses, media, and installation support from the City's IT personnel.
- Provide an antivirus software license(s) for the Aware workstations.
- Provide power with sufficient number of receptacles within 6 feet of the workstation installation area.
- Provide a single 1 Gigabit network Ethernet port within 6 feet of each Aware workstation's installation area.
- Provide user names, email addresses, and phone numbers in order to create Aware user logons for system.

Completion Criteria:

- CommandCentral Aware Workstations installation and configuration is complete.

2.9.4 DragonForce Configuration

Motorola Solutions Responsibilities:

- Provide the URL for users to download the DragonForce application into their HTML-5 capable devices.
- Assist users in opening and logging into the application.

City of Jacksonville Responsibilities:

- Provide user names, email addresses, phone numbers in order to create logons for system
- Provide a system administrator information for who will manage users' credentials after training and system acceptance

Completion Criteria:

- DragonForce setup and configuration is complete

2.9.5 Aware LMR System Integration MCC 7500E Console Installation and Configuration

Motorola Solutions Responsibilities:

- Configure the MCC 7500E proxy server and firewall to integrate the Customer's radio network into the Aware Client workstations.
- Upgrade the ASTRO core with the MCC 7500E license.
- Provision the username/password for the MCC 7500E consoles.
- Install the MCC 7500E console software on 1 Aware workstation and configure the audio devices (microphone, speakers and headsets).
- Configure network connectivity and test connection to Aware server.
- Verify that the MCC 7500E software is operational and turn it over to the CommandCentral deployment solution architect/engineer to install the AWARE LMR Module.

City of Jacksonville Responsibilities:

- Provide access to the sites as required to complete installation.
- Provide VPN access for remote connectivity.
- Provide Fixed IP address for Network Access Translation (NAT) through Motorola firewall.

Completion Criteria:

- MCC 7500E console integration and configuration into Aware workstation is complete.

2.9.6 Connector/Interface Installation

Connectivity will be established between the CommandCentral Aware application and the external and/or third-party systems to which Aware will interface. Motorola will configure each contracted interface. The City is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the ISDs.
- Perform unit testing of each interface.

City of Jacksonville Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the different system vendors for the interfaces listed in table below.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Aware and the third-party systems.
- Provide Internet and VPN access for remote deployment activities and remote diagnostics by the Systems Support Team.

Table 2-1: Offered Interfaces

Interface Name	Interface Description
P1CAD	Data connector to the PICAD system
Avigilon ACC	Video connector to the Avigilon ACC
Avigilon Blue	Video connector to the Avigilon Blue ** *an ISD for Avigilon Blue will be provided for review prior to contract signing.*
Lenel Onguard VMS	Video connector to the Lenel Onguard system
IMW	Data connector to ASTRO radio system for GPS locationing
2 Additional Interfaces	For future use.

2.9.7 Video Surveillance System Installation and Configuration

Motorola Solutions Responsibilities:

- Receive and inventory all the video equipment per the contract equipment list, at a central location.
- Supply, install and configure the new Avigilon Video Management System (VMS) server at the City's site.
- Stage all the video equipment at a central location where the NEMA enclosures will be configured and tested before transported to each of the sites.
- The following video equipment and installation services will be provided at each of sites:
  - Supply and assemble the NEMA enclosures including, mounting the cameras and NVR mounting router for Internet connectivity.
  - Install the assembled 51 NEMA enclosures, Ethernet connection to NVR and run power to the enclosures.
  - Configuration and optimization of the cameras at each of the sites.
  - Supply bucket truck for installation of enclosures / cameras optimization.
- Optimize the new video management servers for the camera's live and recording.
- Setup usernames for access into the new Video Management Systems.
- Configuration and integration of the new Avigilon Video Management systems into CommandCentral Aware.

City of Jacksonville Responsibilities:

- Provide access to the sites, as necessary.
- Provide IP addresses for each of the servers per the Design Document.
- Provide AC receptacles within 10 feet of locations where the servers equipment is to be installed.
- JSO is responsible for engaging the JEA to provide bucket truck and personnel to provide AC connectivity at the Internet backhauled sites.
- Provide AC receptacles at each of the radio sites, roof tops and pole cameras where the new video and wireless equipment will be installed.
- Remove/relocate any existing equipment that is unrelated to Motorola Solutions' scope.

Completion Criteria:

- Motorola Solutions-supplied new Video Management System installation and cabling completed and ready for optimization.
- Video camera system equipment installation is complete.

2.9.8 System Installation and Configuration Acceptance

- All Motorola Solutions-supplied equipment and software is installed, configured, and accepted by the City.

2.10 TRAINING

Motorola will perform training in accordance with the Training Plan.

2.10.1 Perform Training

Motorola Solutions Responsibilities:

- Finalize training schedules with the City's Project Manager.
- Conduct a CommandCentral Aware training session to train the City's designated personnel.
- Conduct user training for the new Avigilon Video Management System.
- Provide the City with training completion certificate.

City of Jacksonville Responsibilities:

- Work with Motorola Solutions to identify and schedule training class, attendees and facilities.
- Provide training environment in the same area where the CommandCentral Aware workstations are installed.
- Brief training participants.
- Assign personnel to attend training classes.
- Acknowledge the completion of training.

Completion Criteria:

- Training complete in accordance with the Training Plan and formally acknowledged by the City.

2.11 ACCEPTANCE TESTING

2.11.1 System Testing

Motorola Solutions Responsibilities:

- Test the installed applications using Motorola Solutions' Acceptance Test Plan (ATP).
- Provide corrective action on any of Motorola Solutions deliverables that fail the ATP within an agreed-upon timeframe.
- Repeat any failed test(s) once Motorola Solutions (or the City) has completed the corrective action(s).
- If any major feature or function fails a test, provide corrective action and repeat that test.
- Document all issues that arise during the acceptance tests and develop a mutually agreed-upon resolution plan.
- Notify the City of any corrective actions that must take in order to re-run the failed test.
- Document the results of the acceptance tests and present to the City for review.

City of Jacksonville Responsibilities:

- Assign appropriate personnel to observe and participate in the performance of the ATP.
- Provide corrective action on any of the City -owned deliverables within an agreed-upon timeframe.

Completion Criteria:

- Successful completion of the system testing and the City sign-off.
- The City's personnel are using the CommandCentral Aware application and Beneficial Use has commenced.

2.12 FINALIZE

2.12.1 Resolve Punch List

Motorola Solutions Responsibilities:

- Work with the City to resolve punch list items documented during ATP for final acceptance.

City of Jacksonville Responsibilities:

- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria:

- All punch list items resolved and approved by the City.

2.12.2 Finalize Documentation

Motorola Solutions Responsibilities:

- Provide an electronic as-built documentation of the Support Transition Plan.

City of Jacksonville Responsibilities:

- Provide the necessary information for Motorola to build out the Support Transition Plan.

Completion Criteria:

- The City receives Support Transition Plan.

2.13 TRANSITION TO SUPPORT SERVICES AND PROJECT COMPLETION

The implementation project is formally closed and the City will be introduced to Motorola Solutions' Customer Support organization. Motorola Solutions and the City memorialize this final event via signature on the System Acceptance Certificate.

The system will transition to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

Motorola Solutions Responsibilities:

- Schedule the support transition meeting with the City support organization.

City of Jacksonville Responsibilities:

- Participate in the meeting to transition to the City support organization.

Completion Criteria:

- Completion of the project transition to support and the City signature on System Acceptance Certificate.

2.14 CHANGE ORDER PROCESS

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, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

2.15 COMMANDCENTRAL PROFESSIONAL CONSULTING SERVICES

2.15.1 Professional Consulting Services Overview

As technology continues to evolve, public entities are faced with the challenge of providing improved services to their user communities while controlling operating cost. As a leading provider of mission-critical communications solutions, integrated public safety solutions, and professional services consulting engagements, Motorola Solutions is committed to providing the City with a professional service's driven engagement that offers our operational expertise, tools and systems designed to help achieve your strategic goals according to the priorities laid out in the system description section of this proposal.

2.15.2 CommandCentral Aware Onboarding

CommandCentral Aware Onboarding provides customers with a personalized experience during their first weeks as a CommandCentral Customer. From the initial integration of the Agency's data clear through to customized Agency-Specific instruction, CommandCentral Onboarding ensures new customers have a successful start with their CommandCentral services. The City, as a new CommandCentral Aware customer, will receive 5 days of individualized assistance throughout the onboarding and data integration phases. CommandCentral Aware Onboarding will provide the Agency's personnel with the knowledge to operate and customize the CommandCentral Aware within their agency. This includes understanding how to identify and distribute incident-relevant intelligence from aggregated data, query and video sources to first responders in real time, and proactively identify issues before they escalate.

SECTION 3

TRAINING

3.1 OVERVIEW

Motorola Solutions understands that successful implementation and use of your communications system depends on effective training. We have developed a training plan for the City to ensure a comprehensive understanding of your proposed CommandCentral Solution.

Our commitment to the City is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

The City's personnel will gain in-depth understanding of the power of the Motorola Solutions' CommandCentral Solutions through education and proficient daily use. Our high-quality training focuses on student needs.

3.2 COMMANDCENTRAL COURSES

Motorola Solutions will provide the following training classes to achieve the training goals for the City. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories:

- CommandCentral Aware Admin and User Training.
- Avigilon Video Management System User Training.

3.2.1 CommandCentral Aware Technical Overview

This course will help participants understand the CommandCentral Aware Solution. It is designed to provide a basic understanding of the features, capabilities and components that comprise the CommandCentral Aware solution. This is a 1.5-hour session provided by the CommandCentral Implementation engineering team upon completion of the CommandCentral Aware solution deployment.

3.2.2 CommandCentral Aware Field Workshop

The CommandCentral Aware Field Workshop course consists of several modules to address City training needs for the Aware solution. This training provides information on the general Aware interface including video, messaging, mapping, and radio consoles as well as modules that address the optional applications found in the Aware solution.

This course is divided into two sections: one to address the needs of City system administrators and the second to train operators of the Aware position.

- The administrator content covers the information necessary to manage user, camera, reports and other tasks that are necessary to administer the Aware solution.
- The operator content covers the controls and functionality of the various applications that make up the Aware solution to allow users to make the most effective use of their Aware positions.

Ideally, it would be presented at a location where an Aware workstation is available.

Training Components

- Describe what the Aware client is.
- Describe the services offered by the Aware client.
- Overview of the basic and extended Aware client GUI.
- Operation of the Aware client user interface.
- Discussion of Aware client use cases.

Course Objective

Upon completing this course, the participant will be able to:

- Understand the functionality of applications that comprise CommandCentral Aware.
- Operate CommandCentral Aware applications.
- Use the administrative tools to manage the applications that comprise CommandCentral Aware.

Target Audience

- Multiple Audiences.
- Operator Section:
  - Aware Position Operators (Primary).
  - System Administrators (Secondary).
- Administration Section:
  - System Administrators/Managers.

Delivery Method: Instructor-Led Training (ILT)

Duration: 3 days

Location: Customer's facility

No. of Attendees: Up to 12 per session

3.2.3 Avigilon Video Management Training

3.2.3.1 Avigilon Foundations

This course provides foundational information on Avigilon products and technologies. It also overviews how all of these products and technologies work together to create an end-to-end solution. This course is designed for those who are new to Avigilon or those who need foundational information about Avigilon and its products.

Topics include:

- Overview of Avigilon.
- Introduction to Avigilon products (including cameras, hardware and software).
- Overview of system architecture.

Delivery Method: On-line Training.

Duration: This course takes approximately **1-1.5** hours to complete.

No. of Attendees: Up to 6.

3.2.3.2 ACC End User Training

This course is designed to teach End Users about common system configurations, Avigilon hardware and basic ACC Client operation. The course is comprised of lecture and hands on exercises teaching practical applications for the ACC solution. Upon completion, students will receive a certificate.

Delivery Method: Instructor-Led Training (ILT)

Duration: 2 days

Location: Customer's facility

No. of Attendees: Up to 6.

3.2.3.3 ACC Operator (English)

This course is designed for learners who need to know how to operate the ACC Client software at a basic level. It is designed for learners whose primary responsibility is to monitor a site. Topics covered in the course include viewing live surveillance video, viewing video of alarm events, finding and reviewing recorded video, performing different types of video searches, and more.

Delivery Method: On-line Training.

Duration: This course takes approximately **2 - 2.5** hours to complete.

No. of Attendees: Up to 6.

3.2.3.4 ACC Administrator (English)

This course is designed for learners who need to know how to administer the ACC Client software at a basic level. In this course, you will obtain the knowledge necessary to both monitor and administer the system, including configuring cameras, setting up alarms and rules, checking system health, setting up users, groups, ranks, hierarchies, site families and more.

Delivery Method: On-line Training.

Duration: This course takes approximately **1-1.5** hours to complete.

No. of Attendees: Up to 6

SECTION 4

WARRANTY SERVICES

Motorola will provide 5 years of warranty services inclusive of hardware, software, and labor in accordance with the standard warranty terms in the Communications System and Services Agreement.

4.1 TECHNICAL SUPPORT OPERATIONS

Motorola Solutions' Technical Support Operations' (TSO) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola Solutions' currently supported solution.

TSO employs highly skilled, knowledgeable, and experienced specialists available to the customer as an integrated part of the support and technical issue resolution process.

Technical Support is available Monday to Friday, 7:00am - 7:00pm Central Time, and 24 hours a day, 7 days a week for Severity 1 incidents. Severity level response goals are outlined below. Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary.

Motorola Solutions will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

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

4.1.1 Technical Support Scope

Hours

Technical Support service is available Monday to Friday, 7:00 am to 7:00 pm Central Time; however, for Severity 1 incidents, available 24 hours a day, 7 days a week. See Severity Level Definitions below.

Table 4-1: Severity Level Definitions and Response Times

Severity Level	Definition	Response Time
1	**Total System Failure** Critical production issue that severely impacts use of the application. The situation halts business operations and no procedural workaround exists. This level is meant to represent a major issue which results in an unusable system. - Service is down and unavailable. - Major corruption or loss of data requiring restoration from backup. - A critical documented feature or function is not available.	Telephone conference within 1 Hour of initial voice notification.
2	**Critical System Failure** Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of customer operations and no reasonable workaround exists. This level is meant to represent a major issue which limits a customer's normal use of the system. However, basic functionality remains intact. - Service is operational but highly degraded performance to the point of major impact on usage. - Important features of the application are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours.
3	**Non-Critical System Failure** There is a non-critical or partial loss of use of the service secondary to a failure of a service of the application or component of the system with a medium-to-low impact on the customer. Primary operations continue to function. This level is meant to represent a minor issue which does not preclude the use of the system.	Telephone conference or email response within 8 Business Hours of initial notification during normal business hours.
4	**Cosmetic/Inconvenience** Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; functionality enhancement request; bug affecting small number of users. Acceptable workaround is available: - General use questions - Cosmetic issues - System updates - Feature requests	Telephone conference or email response within 2 Standard Business Days of initial notification.

4.2 COMMANDCENTRAL ANNUAL SOFTWARE SUPPORT AND MAINTENANCE

Motorola Solutions' Software Support & Maintenance Agreement provides software updates for Motorola Solutions and third-party applications as described in the CommandCentral Maintenance Agreement.

- As standard releases become available, Motorola Solutions agrees to provide the system owner with the software required to upgrade server and workstation software and remote guidance for its implementation by Motorola Solutions personnel.
- Motorola Solutions agrees to provide minor software upgrades, known as "hot fix releases", which is defined as an interim release of Motorola Solutions Software that contains primarily error corrections to an existing Standard Release as available.
- Motorola Solutions and the Customer acknowledge and agree that the solution requires continuous coverage beginning immediately after the expiration of system warranty. Should the Customer delay purchase of a system Support Agreement or elect to discontinue the Support and Maintenance Agreement and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 2 years in equivalent CommandCentral Aware Support Agreement coverage. Software releases/updates will not be provided unless customer is in current support and maintenance standing.

4.3 VIDEO CAMERA SYSTEM MAINTENANCE SUPPORT SERVICES

Motorola Solutions has included a maintenance support plan for the proposed Video Management System for the City of Jacksonville as described in this proposal and which includes the following scope:

4.3.1 Repair and Replacement Services

Provide the labor to repair or replace failed or worn components. Prior to beginning any repair or replacement, Motorola Solutions will troubleshoot the system to diagnose the system's problem. Components that are suspected of being faulty will be recommended to be repaired or replaced in advance to minimize the occurrence of system interruptions. All materials will be provided by Motorola Solutions for repair or replacement. Labor hours included:

- **Security Specialist:** 96 hours of total labor time included per contract year. The hours can be used as directed by the City. All hours during normal business hours with deduct from the labor bucket of hours at straight time. All after-hours calls will deduct from the labor bucket at time-and-a-half. Sundays and holidays will be deducted from the bucket of hours at double time.
- **Bucket Truck:** 96 hours of bucket truck labor to cover service and repair calls. The bucket truck must be scheduled at least 24 hours in advance, and will require a minimum 8-hour service call. The bucket truck is only available Monday-Friday, 8:00 am-5:00 pm. It will not be available after-hours, weekends, or holidays.

NOTE: All labor hours for the security specialist and bucket truck for service must be used during the contract year. In the event there is a need or requirement for additional labor hours, there are options to purchase additional labor hours or use a time and material charge to cover what is required. In the event of surplus hours at the end of the contract period Motorola Solutions will perform additional preventative maintenance checks or services requested by customer to ensure services paid are rendered.

SECTION 5

PRICING

5.1 PRICING SUMMARY

City Jacksonville CommandCentral Expansion	Pricing
CommandCentral AWARE Expansion – Aware Position (3) with Hardware, Workstations, and Monitors (3) • VMS Connector licenses (5) JSO to determine the additional systems to integrate • MCC7500E Hardware and Software Licenses for radio integration into the Aware Client • BriefCam Solution. (2) Concurrent Positions, (100) Direct Camera licenses. File Import Capability ***CommandCentral Aware Implementation and Professional Services Including Configuration, Installation & Programming on CommandCentral, Training, and Operational Services Support and Consultation**	$521,784 **$365,000**
51 Cameras locations (Each camera location includes) • Avigilon Blue/ACC VMS • 110 cameras with NEMA enclosure • Local ISP/Fiber • **- Installation**	$296,174 **$174,520**
Avigilon Blue Warranty/Software Maintenance (1) Year	$209,500
CommandCentral Aware Warranty / Software Maintenance (1) Year	$48,000
CommandCentral Inform Base package with Shotspotter integration for up to 25 users, 1 year subscription	$31,207
CrimeReports Plus with Socrata (1) year plus set up	$16,913
CommandCentral Analytics (1) year plus set up	$24,161
CommandCentral Predictive (1) year plus set up	$66,844
Drakontas 50 Users (1) year plus set up	$6,040
System Total Year (1)	**$1,760,143**

*** Execute 5 Year Contract for Solution as proposed prior to 12/21/18 applied to Professional Service Items**	**($144,520)**
System Total Year (1) FINAL w/ Incentive	**$1,615,623**

CommandCentral Year 2-5 System Package Pricing	Pricing
Years 2-5 Aware Maintenance with Labor	$221,146
Years 2-5 Inform Base Package Subscription with Shotspotter Integration	$38,657
Year 2 -5 Cloud Storage, 5 Year Warranty, and ISP for 71 camera locations and 138 cameras	$397,848
Year 2-5 71 Camera locations and 138 camerass Service Maintenance Agreement	$379,243
Years 2 -5 CrimeReports Plus Subscription	$67,649
Years 2-5 CommandCentral Analytics Subscription	$96,642
Years 2-5 CommandCentral Predictive Subscription	$267,375
Years 2-5 BriefCam Analytics	$64,943
Drakontas 50 Users Annual Subscription	$24,160
Total System Price Years 2-5	**$1,557,663**
Jacksonville CommandCentral Total	**$3,173,286**

5.2 PAYMENT TERMS

Provided in Exhibit B of the Communications System and Services Agreement in Section 6 Contractual Documentation of the proposal.

Communications System And Services Agreement

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 1, 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.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Services and issues access rights to Customer's Users.

"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.

"Customer Data" means data provided by Customer to Motorola hereunder to be processed and used in connection with the Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"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.

"Licensed Product" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution and the internet.

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

"Sold Equipment" when used means the equipment that Customer purchases from Motorola under this Agreement, including Sold Equipment replacements, whether or not such replacements are separately priced from the Services. Sold Equipment does not include Motorola owned equipment that may be provided to Customer by Motorola to implement the Solution.

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

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

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

"Subscription Fees" means the annual subscription fees for the Services and Deliverables, applicable start up fees, and other fees set forth in Motorola Solutions' Quotation for Digital Evidence Management ("Exhibit B"). Contract Price excludes any applicable sales, use or similar taxes.

"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.

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

"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 expiration of the Warranty Period, maintenance or subscription period, whichever occurs last. The term and the effective date of recurring Services will be set forth in Exhibit C.

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. Motorola acknowledges and agrees that Customer does not have the right to, and will not allow Motorola to access any Software or Data owned by Shotspotter, Inc. ("Shotspotter") (as the terms "Software" and "Data" are used in Customer's contract with Shotspotter) without the express prior written consent of Shotspotter.

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 SUBSCRIPTION SERVICES

5.1. As part of the Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, or proposal. Any Services from Motorola's CommandCentral portfolio will also be subject to the additional terms set forth in Exhibit C. Motorola and Customer will perform their respective responsibilities as described in this Agreement.

5.2. To enable Motorola to perform the Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

5.3. If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents 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 Customer-provided information, decisions and approvals described in this paragraph.

5.4. Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

5.5. Customer will also properly enable its Users to use the Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the SOW, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users .to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement, prior to allowing Users to access or use of Services.

5.6. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5.7 Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

5.8. SUBSCRIPTION FEES. Motorola will submit an invoice for the start up fees on the Effective Date. Motorola will also submit an invoice for the initial annual subscription fees on the Effective Date, unless the Parties have agreed in writing on a different invoice date. On each anniversary of the Effective Date, Motorola will issue an invoice for the next year's annual subscription fees. Motorola reserves the right to change the annual subscription fees at the end of each annual period. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice.

5.9. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer 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 or amendment to this Agreement.

5.10. Customer will reimburse Motorola for all documented reasonable travel, third party expenses, and/or materials (over and above the normal daily expenses of working and commuting) incurred by Motorola in connection with Services furnished under this Agreement.

5.11. A change in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (http://www.bls.gov/ro5/cpimid.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.12. ACCEPTANCE. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

5.13. LIMITED LICENSE

5.13.1. LICENSED PRODUCTS. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Services during the term of this Agreement. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the

Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement.

5.13.2. Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. The parties' rights and remedies under this Agreement are cumulative, except as otherwise expressly provided in this Agreement.

5.14. DATA

5.14.1. Solution Data. Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

5.14.2. Customer Data. Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, perpetual, non-exclusive license to access, use, copy, modify, Customer data for the purpose of providing the Services to Customer, other Motorola Customers and end users. In addition to the rights listed above, Customer grants Motorola a license to sell the de-identified version of Customer Data for any purpose

5.15. NO GUARANTEE. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

5.16. PRIVACY. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information (PII), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof.

5.17. Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

5.18. Termination of Subscription Services. If a subscription is terminated for any reason prior to the end of the subscription Term or other subscription period set forth in the applicable exhibit, no refund or credit will be provided. In such case, any equipment provided by Motorola for use with the Services, and not purchased by Customer, must be returned within thirty (30) days of the date of termination, at

Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

5.19. UNEARNED DISCOUNTS. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of service payments and the last delivered Sold Equipment replacements for the original Term. Annual discounts for the Term can be determined from Exhibit B.

5.20. AUDIT. Motorola reserves the right to monitor and audit use of the Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

Section 6 COMMANDCENTRAL SERVICES

6.1. SECURITY

6.1.1 Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. During the term of the Agreement, if the Solution enables access to Criminal Justice Information (CJI), as defined by the Criminal Justice Information Services Security Policy (CJIS), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

6.1.2 Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

6.1.3 Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. MSI reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

6.1.4 Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

6.2. DATA STORAGE. Motorola shall store, maintain and preserve all video taken by Motorola under this Agreement and all data associated therewith for a period of thirty (30) days. The Solution will allow Customer to download any such video or data within such thirty (30) day period. After such thirty (30) day period, such video or data will delete from the Cloud. Each party is solely responsible for its compliance with evidentiary or record retention laws, regulations, rules or policies applicable to that party. Motorola disclaims any and all liability for compliance with any evidentiary requirements. Motorola does not provide assurances for or support of evidentiary rules and requirements after effective date of termination unless customers makes a purchase of the service. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

6.3. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Services, as determined in Motorola's sole discretion. For multi-media data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to

store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

6.4. API SUPPORT. Motorola will use commercially reasonable efforts to maintain the Application Programming Interface (API) offered as part of the CommandCentral Services during the term of this Agreement. APIs will evolve and mature over time, requiring changes and updates. Previous versions of APIs will be supported for a minimum of 6 month time period after new version is introduced. If support of the API is no longer a commercially reasonable option, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk to the Services or the Solution, Motorola will discontinue an API without prior warning.

6.5. COMMANDCENTRAL SERVICE LEVEL TARGETS

Commercially reasonable efforts will be made to ensure monthly availability of 99.9% with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve the goal, including but not limited to a Force Majeure.

Additionally, Motorola will strive to meet the response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 8 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

6.6. MAINTENANCE

Scheduled Maintenance will be performed Tuesday from 9pm PST - 3am PST. Motorola will try to notify customers at minimum a week in advance. Unscheduled and emergency Maintenance may be required from time to time, Motorola will make reasonable attempts to notify customers a minimum of 24 hours in advance.

Section 7 PERFORMANCE SCHEDULE

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

Section 8 CONTRACT PRICE, PAYMENT AND INVOICING

8.1. 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.

8.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $3,173,286.00. 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.

8.3. 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.

8.4. 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.

8.5. 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 9 SITES AND SITE CONDITIONS

9.1. 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.

9.2. 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.

9.3. 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 10 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 11 SYSTEM ACCEPTANCE

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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 12 REPRESENTATIONS AND WARRANTIES

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

12.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workman-like manner and will conform in all material respects to the applicable Statement of Work. Services and the Software used to provide the Services will operate in accordance with the documentation provided by Motorola or SOW, if applicable. Customer's sole and exclusive remedy for breach of this warranty is re-performance of the Services. OTHER THAN THE FOREGOING, MOTOROLA DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that Deliverables, if any, may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. EXISTING EQUIPMENT AND SOFTWARE. If Customer's existing equipment and software is critical to operation and use of the Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software not furnished under this Agreement.

Connection to or interface with Customer's existing equipment and software may be required to receive Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Services.

Section 13 DELAYS

13.1. 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.

13.2. 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 14 DISPUTES

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

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

14.5. CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 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 15 DEFAULT AND TERMINATION

15.1. 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.

15.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 15.1, 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.

15.3. TERMINATION FOR CONVENIENCE. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Sold Equipment and/or Software delivered, and all services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Sold Equipment, Software, services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

Section 16 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:

16.1. 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

16.2. 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

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

16.4. 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.

16.5. To the extent that the coverage provided by Motorola's Professional Liability policy ("Policy") does not provide coverage to the City of Jacksonville as an additional insured for a Cyber Liability claim or loss, Motorola shall defend and indemnify the City for such Cyber Liability claim(s) or loss(es) incurred by the City up to the cumulative amount of One 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.

16.6. Intellectual Property Indemnification

16.6.1. 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.

16.6.2. 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.

16.6.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon:

(a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the 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.

16.7. 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.

16.8. PATENT AND COPYRIGHT INFRINGEMENT

16.8.1. 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.

16.8.2. 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.

16.8.3. 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.

16.8.4. This Section 16 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 16 are subject to and limited by the restrictions set forth in Section 17.

Section 17 LIMITATION OF LIABILITY

17.1. 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.

17.2. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT NOT PROVIDED BY MOTOROLA AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES; 7) TRACKING AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

17.3. 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. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

Section 18 CONFIDENTIALITY

18.1. 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. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

18.2. 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.

18.3. 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.

Section 19 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. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

Section 20 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 21 GENERAL

21.1. 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.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

21.7. 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

21.8. 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.

21.9. FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Contract Price of additional products and services.

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

21.11. 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.

21.11. 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 17 (Limitation of Liability); and Section 18 (Confidentiality); Section 19 (Proprietary Rights); all of the General provisions in Section 21; and any other provision which by its intent survives the Term of this Agreement.

21.12. 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

_____
Office of General Counsel

Form Approved: _____

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. If City has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. 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 from Staging;**

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. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT C

Motorola's Proposal dated November 1, 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: _____

ADMINISTRATIVE AWARD
BID No.: AD-0486-18

DESCRIPTION OF GOODS/SERVICES: Recommend approval of award to Motorola Solutions, Inc., for CommandCentral Aware Pilot Program. The period of award is for six (6) months from the completion of the Proof of Concept Agreement. This is a no cost agreement.

FUNDING SOURCE: N/A

FOR AGENCY/DEPARTMENT: Jacksonville Sheriff's Office

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
N/A

RECOMMEND AWARD TO: Motorola Solutions, Inc.

CONCURRENCE BY: Mike Bruno, Director of Patrol & Enforcement

PRICE: $0.00 **TERMS:** NET 30 DAYS

REASON FOR NOT ACCEPTING LOW BID: **N/A**

Marlen Rosson
Analyst

5/23/18
Date

Gracey Cherizato
Manager of Purchasing Services, Asst.

5/24/18
Date

APPROVAL:

Greg Pease
Gregory Pease, Chief, Procurement Division

5/30/18
Date