



# City of Jacksonville Beach

## Agenda

11 North Third Street  
Jacksonville Beach, Florida

## City Council

Monday, March 16, 2026

6:00 PM

Council Chambers

### MEMORANDUM TO:

The Honorable Mayor and  
Members of the City Council  
City of Jacksonville Beach, Florida

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

### **OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

- A. Special City Council Briefing held on February 23, 2026
- B. Regular City Council Meeting held on March 2, 2026

### **APPROVAL OF THE AGENDA**

### **ANNOUNCEMENTS**

### **COURTESY OF THE FLOOR TO VISITORS**

### **CONSENT AGENDA**

- A. Accept the Monthly Financial Reports for the Month of February 2026
- B. Approve City Attorney's Annual Performance Evaluation
- C. Approve an Agreement with Forte for credit card payment processing services within the Interactive Voice Recognition phone system
- D. Approve a Memorandum of Understanding Agreement with the City of Jacksonville for use of its Computer Aided Dispatch System as part of the Public Safety Technology Enhancement Plan
- E.
  - 1. Reappoint John Patrich, Jr., to a new two-year term as a Council-appointed member of the Police Officers' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
  - 2. Reappoint Matthew Grocki to a new two-year term as a Council-appointed member of the Police Officers' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
  - 3. Reappoint John Gosztyla to serve as the fifth member of the Police Officers' Pension Board as a ministerial act beginning April 1, 2026 and expiring March 31, 2028
- F.
  - 1. Reappoint Gaylord Candler, Ph. D., to a new two-year term as a Council-appointed member of the Firefighters' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
  - 2. Reappoint Lance Huish to a new two-year term as a Council-appointed member of the Firefighter's Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
  - 3. Appoint Fire Marshal Steve Sciotto as the fifth member of the Firefighters' Pension Board as a ministerial act beginning April 1, 2026 and expiring March 31, 2028

### **MAYOR AND CITY COUNCIL**

### **CITY CLERK**

**CITY MANAGER/NEW BUSINESS****RESOLUTIONS**

- A. Adopt/Deny Resolution No. 2206-2026 supporting the requests for proposed transportation-related planning projects to be added to the North Florida Transportation Planning Organization's Draft 2026 Unified Planning Work Program Study Requests

**ORDINANCES****ADJOURNMENT****NOTICE**

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*In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

*The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.*

*If you are a person with a disability who needs an accommodation to participate in a meeting, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator by phone 904-712-6297 or submit an [Accommodation Request](#) to the ADA Coordinator as far in advance of the meeting as possible; preferably 7 days but no less than 2 business days, before the meeting. If you are hearing or voice impaired, please call Florida Relay at 711 for assistance.*

**Minutes of Special City Council Briefing  
Monday, February 23, 2026 – 5:30 P.M.  
City Hall 1<sup>st</sup> Floor Conference Room  
11 North 3<sup>rd</sup> Street, Jacksonville Beach, FL**



The Special Council Briefing began at 5:30 P.M.

The following City Council Members were in attendance:

**Mayor:** Christine Hoffman

**Council Members:** Sandy Golding      Bill Horn      Dan Janson  
Greg Sutton      John Wagner (late)      Bruce Wouters

Also present were City Manager Mike Staffopoulos, Director of Public Works Dennis Barron, City Engineer Kale Moore, Project Engineer David Suarez, Chief Financial Officer Ashlie Gossett and City Attorney David Migut.

**Purpose of Briefing**

The purpose of the Briefing was to update the Council Members about ongoing items in the City.

**City Manager**

**Stormwater Rates**

Director of Public Works Dennis Barron and City Engineer Kale Moore presented the City of Jacksonville Beach Stormwater Utility Rate Study [on file] to the Council. A conversation ensued and City Manager Mike Staffopoulos, Chief Financial Officer Ashlie Gossett and City Attorney David Migut answered questions from the Council.

Senior Consultant/Vice President Mark Nelson from Jones Edmunds provided clarifying information to the Council.

The consensus of the Council was for staff to return with additional information on the proposed 2-tiered and 3-tiered rate structures, including implementation options using both 3-year and 5-year schedules for each system. Staff was also asked to provide a summary of the first 14 Public Works projects identified in the Stormwater Master Plan and the 5-Year Capital Improvement Plan, noting whether each project is regulatory-driven or would pose unnecessary risk to the City if not completed.

The Briefing adjourned at 7:30 P.M.

Submitted by: Jodilynn Byrd  
Deputy City Clerk

Approved:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

Date: \_\_\_\_\_

**Minutes of Regular City Council Meeting  
held Monday, March 2, 2026 at 6:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



**OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

**A. Invocation by Rabbi Dyme**

Mayor Hoffman recognized Council Member Golding, who introduced Rabbi Dyme.

Rabbi Dyme provided the invocation, followed by the Pledge of Allegiance.

**CALL TO ORDER:**

Mayor Hoffman called the meeting to order at 6:00 P.M.

**ROLL CALL:**

Mayor: Christine Hoffman

Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Greg Sutton	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, Chief of Parks Development and Maintenance Trevor Hughes, Director of Parks and Recreation Jason Phitides, City Attorney David Migut, and City Clerk Molly Alleger.

**APPROVAL OF MINUTES:**

**Motion:** It was moved by Mr. Janson, seconded by Ms. Golding, and passed unanimously to approve the following minutes:

- Council Briefing held on February 9, 2026
- Regular City Council Meeting held on February 17, 2026

**APPROVAL OF THE AGENDA**

**Motion:** It was moved by Mr. Janson, seconded by Ms. Golding, to approve the agenda.

**Voice Vote:** In a voice vote, the motion passed unanimously.

**ANNOUNCEMENTS:**

Council Member Golding thanked Rabbi Dyme for the invocation and commended the Jacksonville Beach Police Department for preparation and response during the recent “teen takeover” event. She provided a legislative update on a property tax bill pending in the Senate, noted the upcoming 2027 Taxation and Budget Reform Commission, and noted sovereign immunity legislation under consideration. Ms. Golding also expressed concerns about House Bill 1389 allowing accessory dwelling units (ADUs) in residential areas and them becoming short term vacation rentals (STVRs) as a result. She noted there is a Beaches Watch meeting on March 4, 2026 on the State of the St. Johns River.

Council Member Wagner reported attending the Seawalk Music Fest and described the event as a successful community gathering. He commended city staff and event organizers for producing a well-run event. Mr. Wagner also thanked the Jacksonville Beach Police Department for preparation and additional safety measures for the weekend’s events.

Council Member Janson supported Council Member Golding’s comments regarding the Taxation and Budget Reform Commission, noting the body will reconvene in 2027 and provide an opportunity to address property tax issues. He also raised concerns about ADU legislation

potentially increasing STVR and commended the Jacksonville Beach Police Department for efforts to maintain safety during the recent teen gathering incident.

Council Member Horn thanked Chief Smith and the Jacksonville Beach Police Department for continued efforts to keep the community safe and address recent incidents. He also commented on proposed property tax changes under discussion at the state level and encouraged residents to carefully review any future ballot measures, noting property taxes fund essential services.

Council Member Wouters commended Chief Smith and the Jacksonville Beach Police Department for efforts to protect the community. He also thanked Council Member Golding for inviting Rabbi Dyme to provide the invocation and requested a moment of silence in honor of military service members who lost their lives.

Mayor Hoffman highlighted the City's recent audit report, noting Jacksonville Beach continues strong financial management across general, Community Redevelopment Agency, enterprise, and pension funds, and thanked the City's finance team and department heads for responsible stewardship of tax dollars. She also encouraged residents to attend upcoming spring events at Seawalk Pavilion and Latham Plaza, reminded the public paid parking would resume March 6, 2026, and thanked the Jacksonville Beach Police Department and public safety agencies for continued support during busy community events.

**COURTESY OF THE FLOOR TO VISITORS:**

- Megan Tiliakos, 13 Freedom Way, Jacksonville Beach, spoke about food truck code violations.
- Kathryn Scremin and Charlotte [no last name provided], 1007 Seabreeze Avenue, Jacksonville, spoke about a request for a beach shower at 16<sup>th</sup> Avenue South beach access. This request was for a silver award project for Girl Scout Troop 64002.

**CONSENT AGENDA:**

**Item A      Accept the Annual Comprehensive Financial Report and Community Redevelopment Agency Financial Statements for the Fiscal Year ending September 30, 2025**

**Motion:** It was moved by Mr. Janson, seconded by Ms. Golding, to approve the consent agenda.

**Voice Vote:** In a voice vote, the motion passed unanimously.

**MAYOR AND CITY COUNCIL:**

**Item A      Authorize Council Member Dan Janson to represent the City of Jacksonville Beach on the Board of Trustees for the Florida Municipal Investment Trust (FMIvT)**

**Motion:** It was moved by Ms. Golding, seconded by Mr. Wagner, to authorize Council Member Dan Janson to represent the City of Jacksonville Beach on the Board of Trustees for the Florida Municipal Investment Trust (FMIvT).

**Discussion:** Mr. Janson provided background on his service as a board member of the FMIvT.

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Sutton, Wagner, Wouters, and Mayor Hoffman.

The motion passed unanimously.

**CITY CLERK:** None

**CITY MANAGER/NEW BUSINESS:**

- Item A**      **1. Approve/Disapprove the purchase of Eagle Club Systems Point-of-Sale Software for Jacksonville Beach Golf Club; and**
- 2. Approve/Disapprove an Agreement with CardConnect, LLC, for credit card payment processing services at Jacksonville Beach Golf Club**

Chief of Parks Development and Maintenance Trevor Hughes introduced the item and provided background.

**Motion:** It was moved by Mr. Janson, seconded by Ms. Golding, to approve the purchase of Eagle Club Systems Point-of-Sale Software for Jacksonville Beach Golf Club.

**Discussion:** A discussion ensued about funds for the payment, website compliance, and tee times.

**Roll Call Vote:** Ayes – Horn, Janson, Sutton, Wagner, Wouters, Golding, and Mayor Hoffman.

The motion passed unanimously.

**Motion:** It was moved by Mr. Janson, seconded by Ms. Golding, to approve an Agreement with CardConnect, LLC, for credit card payment processing services at Jacksonville Beach Golf Club.

**Discussion:** None.

**Roll Call Vote:** Ayes – Janson, Sutton, Wagner, Wouters, Golding, Horn, and Mayor Hoffman.

The motion passed unanimously.

- Item B**      **Approve/ Disapprove a Co-Sponsorship Agreement with the Volunteer Life Saving Corps. to host the 2026 South Atlantic Lifesaving Association Regional Lifesaving Competition**

Director of Parks and Recreation Jason Phitides introduced the item and provided background.

**Motion:** It was moved by Mr. Janson, seconded by Ms. Golding, to approve a Co-Sponsorship Agreement with the Volunteer Life Saving Corps. to host the 2026 South Atlantic Lifesaving Association Regional Lifesaving Competition.

**Discussion:** A discussion ensued about the event and co-sponsorship.

**Roll Call Vote:** Ayes – Sutton, Wagner, Wouters, Golding, Horn, Janson, and Mayor Hoffman.

The motion passed unanimously.

**Item C      Approve/Disapprove the Second Amended and Restated Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services**

Mr. Phitides introduced the item and provided background.

**Motion:**      It was moved by Mr. Janson, seconded by Ms. Golding, to approve the Second Amended and Restated Agreement between the City of Jacksonville Beach and the Volunteer Life Saving Corps for Ocean Rescue Services.

**Discussion:**    A discussion ensued about the Volunteer Life Saving Corps.

**Roll Call Vote:** Ayes – Wagner, Wouters, Golding, Horn, Janson, Sutton, and Mayor Hoffman.

The motion passed unanimously.

**Item D      Appoint \_\_\_\_\_ as the 2nd Alternate on the Board of Adjustment**

Mayor Hoffman introduced the item and provided background.

Council Member Janson nominated Victor Melone.

Council Member Golding nominated Margarete Vest and spoke about the candidate.

**Roll Call Vote:**    Melone – Horn, Janson, Sutton, Wagner, and Mayor Hoffmann  
                         Vest – Wouters and Golding

**Motion:**      It was moved by Mr. Janson, seconded by Ms. Golding, to appoint Victor Melone as the 2nd Alternate on the Board of Adjustment.

**Discussion:**    None.

**Roll Call Vote:** Ayes – Wouters, Golding, Horn, Janson, Sutton, Wagner, and Mayor Hoffman.

The motion passed unanimously.

**RESOLUTIONS:**

**Item A      Adopt/Deny Resolution No. 2204-2025 Adopting the Amended Jacksonville Beach Golf Club Bylaws**

Mr. Hughes introduced the item and provided background.

**Public Hearing:**

The following spoke in support of the resolution:

- Holden Hackbarth, 4515 Hanover Park Drive, Jacksonville

Mayor Hoffman closed the public hearing.

**Motion:**      It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Resolution No. 2204-2025 Adopting the Amended Jacksonville Beach Golf Club Bylaws.

**Discussion:** A discussion ensued about public tee times, ongoing feedback, Jacksonville Beach passholders, booking window, leagues, benefits to junior golfers, and military and first responders. It was requested that the effectiveness of the new system be reviewed at a future date.

**Roll Call Vote:** Ayes – Golding, Horn, Janson, Sutton Wagner, Wouters, and Mayor Hoffman  
The motion passed unanimously.

**ORDINANCES:** None

**COURTESY OF THE FLOOR TO VISITORS:\***

- Vance Phillips, 711 Beach Boulevard, Jacksonville Beach, spoke about the recent shooting and public safety in Jacksonville Beach.

\*Mr. Phillips arrived after the Courtesy of the Floor agenda item. The Mayor allowed him to speak once the remainder of the agenda was complete

**ADJOURNMENT:**

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adjourn.

Voice Vote: In a voice vote, the motion passed unanimously.

There being no further business, the meeting adjourned at 6:55 P.M.

Submitted by: Molly Alleger  
City Clerk

Approval:

\_\_\_\_\_  
Christine H. Hoffman, MAYOR

Date: \_\_\_\_\_



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	March 16, 2026
SUBJECT:	Accept the Monthly Financial Reports for the Month of February 2026

**BACKGROUND**

Attached are the monthly financial reports for February 2026 as prepared by the Finance Department. These reports represent 5 months of activity, or 41.4% of the total annual budget, and are prepared on a cash basis.

Summary Budget Reports Exhibits 1 through 6 show the cumulative annual actual revenues and expenditures compared to the actual amounts at the same point as last fiscal year. Exhibit 7 compares actual revenues and expenditures to the budget in total by fund.

**FINANCIAL IMPACT**

For informational purposes only.

**REQUESTED ACTION**

Accept the Monthly Financial Reports for the Month of February 2026

**ATTACHMENTS**

1. 2026-02 February Financials



**SUMMARY BUDGET REPORT**

February 28, 2026

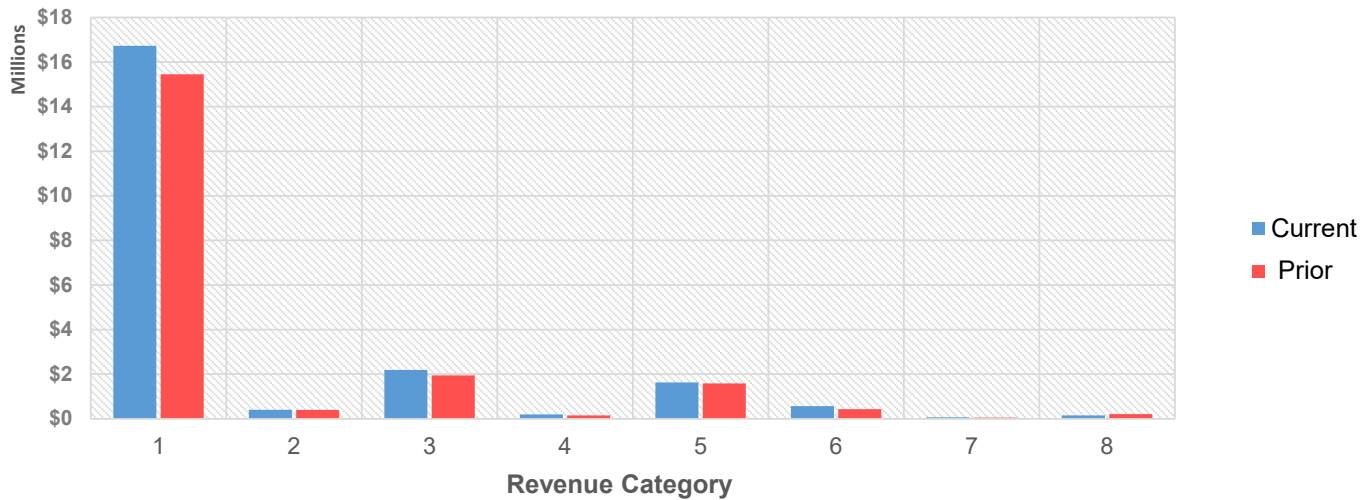
41.4% of Year Elapsed

**Exhibit 1**

**General Fund Revenues**

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 Taxes	16,729,334	80.5%	15,447,755	79.2%	1.3%	1,281,579
2 Licenses & Permits	405,263	43.5%	395,909	48.3%	-4.8%	9,355
3 Intergovernmental Revenue	2,189,748	41.5%	1,943,068	37.7%	3.8%	246,681
4 Charges for Services	195,872	23.9%	154,053	22.0%	1.9%	41,819
5 Enterprise Contributions	1,631,682	41.7%	1,590,455	41.7%	0.0%	41,227
6 Miscellaneous Revenue	569,369	102.4%	434,101	105.2%	-2.8%	135,268
7 Fines & Forfeitures	67,748	28.1%	52,046	23.9%	4.3%	15,701
8 Interfund Transfers	155,000	30.2%	209,390	40.7%	-10.6%	(54,390)
<b>Total Revenues</b>	<b>\$21,944,015</b>	<b>66.4%</b>	<b>\$20,226,777</b>	<b>64.9%</b>	<b>1.5%</b>	<b>\$1,717,239</b>

**Current Year vs. Prior Year**



**Discussion**

General Fund revenues are ahead of budget estimates for the current year, due in part to the timing of ad valorem tax distributions.

- 1 Taxes revenue is higher than the prior year due largely to the rise in property values and the timing of distributions from the Tax Collector.
- 3 The increase in Intergovernmental revenues is largely attributable to the timing of the quarterly county distribution for beach cleanup.
- 6 Miscellaneous revenue includes interest on pooled investments, auction proceeds, facility rental fees, and cemetery lots purchased. The increase from the prior year is due primarily to the adjustment to market value of the City's pooled investment assets.



# SUMMARY BUDGET REPORT

February 28, 2026

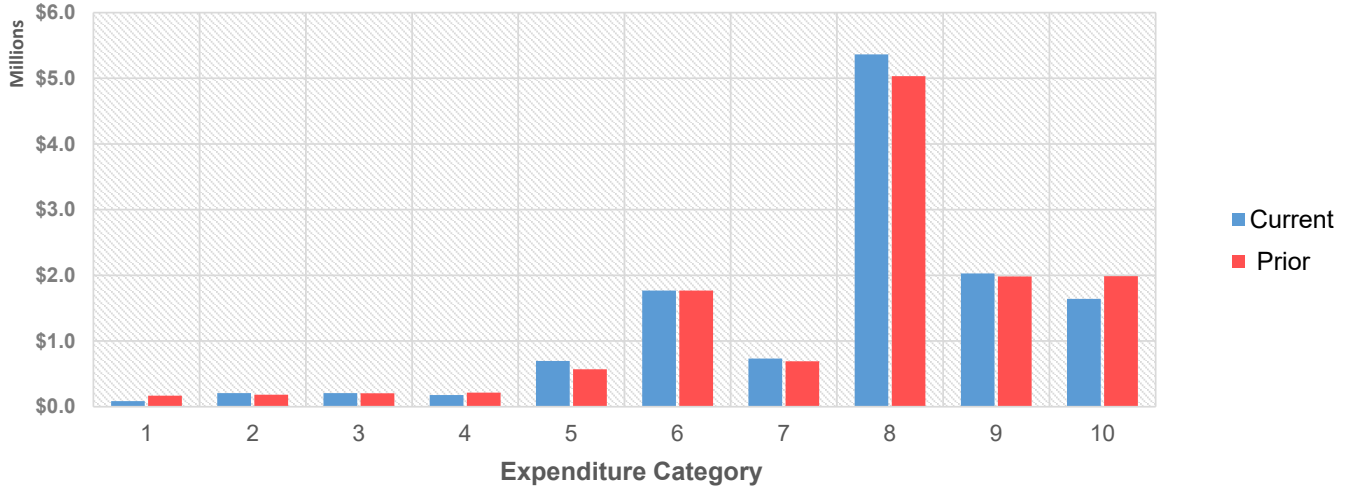
41.4% of Year Elapsed

## Exhibit 2

### General Fund Expenditures

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
1 City Administration	84,570	40.7%	167,684	82.0%	-41.3%	(83,113)
2 City Attorney	208,016	30.8%	183,402	29.0%	1.8%	24,614
3 City Clerk	207,341	32.9%	203,614	35.0%	-2.2%	3,727
4 Building Maintenance	178,309	31.8%	214,410	40.1%	-8.3%	(36,101)
5 Planning and Development	697,921	37.9%	570,885	34.3%	3.6%	127,036
6 Parks and Recreation	1,767,779	34.7%	1,767,866	38.3%	-3.6%	(87)
7 Public Works	732,831	32.6%	692,227	33.3%	-0.7%	40,604
8 Police	5,362,663	39.1%	5,031,801	41.6%	-2.4%	330,862
9 Fire Services	2,028,079	50.8%	1,983,483	50.4%	0.5%	44,597
10 Non-Departmental	1,640,987	37.8%	1,987,443	39.1%	-1.4%	(346,456)
<b>Total Expenditures</b>	<b>12,908,497</b>	<b>38.8%</b>	<b>12,802,815</b>	<b>40.7%</b>	<b>-2.0%</b>	<b>\$105,682</b>

### Current Year vs. Prior Year



### Discussion

Total General Fund Expenditures are behind current year estimates and prior year expenditures on a percent of budget basis.

- 1 The decrease in City Administration expenditures reflects Council Chambers improvements made in the prior year.
- 3 The decrease in Building Maintenance expenditures reflect the timing of HVAC repairs in the prior year.
- 6 The negative percent variance in Parks and Recreation indicates that the growth in expenditures is less than budget expectations.
- 9 Fire Services expenditures include the annual contribution to the Fire Pension Plan unfunded actuarial accrued liability as part of the Fire Services Agreement with the City of Jacksonville. FY2026 is the 7th of 10 annual payments to satisfy this obligation.
- 10 The decrease in non-departmental expenditures reflects the decrease in planned transfers to be used to pay for planned major capital improvements, replacements, or equipment purchases.



**SUMMARY BUDGET REPORT**

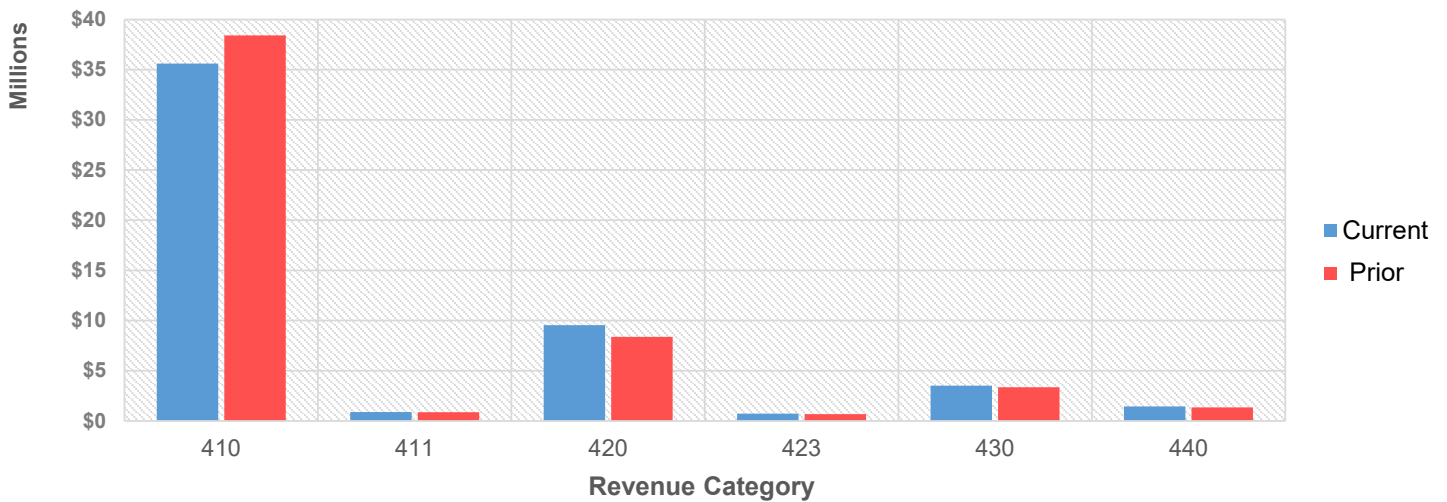
February 28, 2026  
41.4% of Year Elapsed

**Exhibit 3**

**Enterprise Fund Revenues**

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	35,609,099	40.1%	38,417,627	41.0%	-0.9%	(2,808,528)
411 Natural Gas	874,706	37.7%	859,055	37.5%	0.3%	15,651
420 Water & Sewer	9,543,530	49.9%	8,370,213	46.1%	3.8%	1,173,317
423 Stormwater	724,748	18.4%	680,047	24.1%	-5.7%	44,701
430 Sanitation	3,504,579	44.4%	3,347,148	42.8%	1.6%	157,430
440 Golf Course	1,435,225	40.3%	1,347,008	39.6%	0.7%	88,216
<b>Total Revenues</b>	<b>\$51,691,886</b>	<b>41.2%</b>	<b>\$53,021,099</b>	<b>41.4%</b>	<b>-0.2%</b>	<b>(\$1,329,213)</b>

**Current Year vs. Prior Year**



**Discussion**

Total Enterprise Fund revenues are in line with current year estimates and prior year revenues on a percent of budget basis.

- 410 The decrease in Electric revenues reflect both lower consumption and a reduction in the pass-through bulk power cost adjustment used to pay for the cost of electricity from the City's provider.
- 423 The negative percent and positive dollar variance in Stormwater revenues reflects increases in the annual budget estimates larger than actual revenues received to date. The FY2026 was prepared with the assumption that a rate increase would be adopted.



**SUMMARY BUDGET REPORT**

February 28, 2026

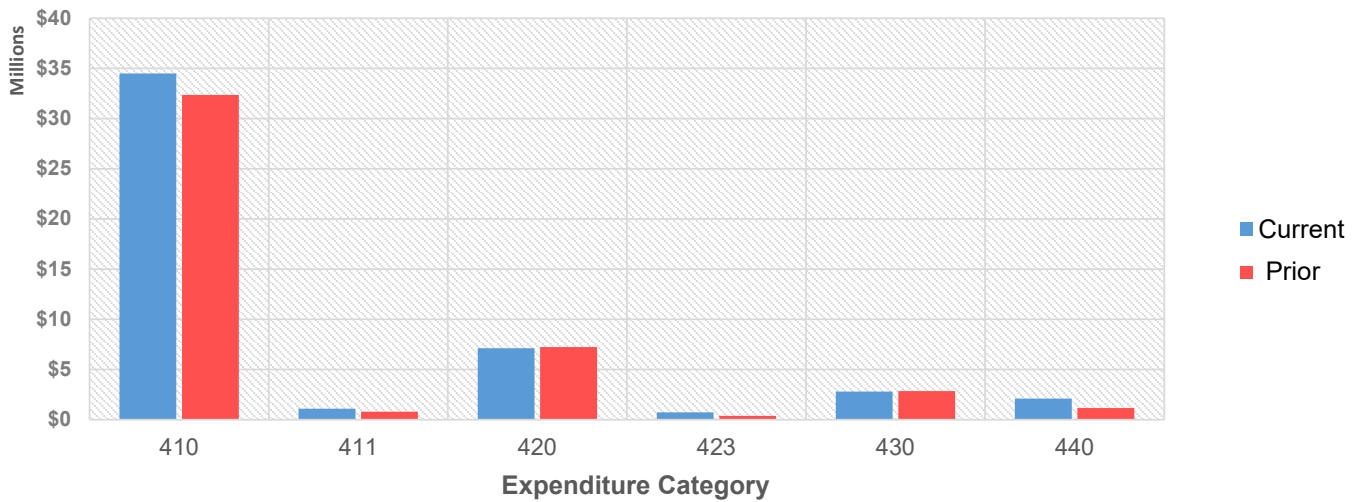
41.4% of Year Elapsed

**Exhibit 4**

**Enterprise Fund Expenditures**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
410 Electric	34,502,821	32.2%	32,354,174	30.4%	1.9%	2,148,648
411 Natural Gas	1,094,611	38.6%	794,975	30.8%	7.8%	299,636
420 Water & Sewer	7,116,986	19.9%	7,222,489	17.5%	2.4%	(105,503)
423 Stormwater	723,677	8.1%	375,937	6.8%	1.3%	347,741
430 Sanitation	2,792,874	33.5%	2,845,847	34.1%	-0.6%	(52,973)
440 Golf Course	2,094,679	45.0%	1,149,401	33.1%	11.8%	945,278
<b>Total Expenditures</b>	<b>\$48,325,648</b>	<b>28.9%</b>	<b>\$44,742,823</b>	<b>26.7%</b>	<b>2.2%</b>	<b>\$3,582,825</b>

**Current Year vs. Prior Year**



**Discussion**

Total Enterprise Fund expenditures are under budget for the current year and ahead of prior year expenditures on a percent of budget basis.

410 The increase in Electric expenditures is primarily attributable to the timing of capital improvement projects.

411 The increase in Natural Gas expenditures reflects a marked increase in the cost of gas as a result of the extreme cold weather experienced in January.

420 The decrease in Water & Sewer expenditures is primarily attributable to the timing of capital improvement projects.

440 The increase in Golf Course expenditures reflects the ongoing capital improvement project to replace the driving range netting.



**SUMMARY BUDGET REPORT**

February 28, 2026

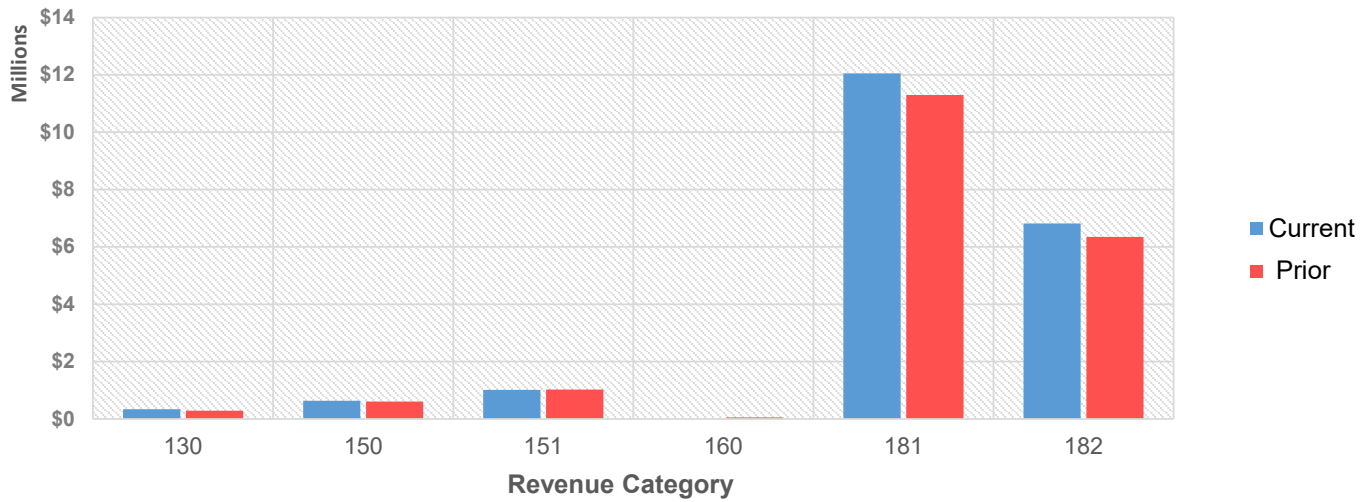
41.4% of Year Elapsed

**Exhibit 5**

**Special Revenue Fund Revenues**

Revenue Category	Current Year Revenue to Date	Current Year Revenue % of Budget	Prior Year Revenue to Date	Prior Year Revenue % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	338,903	46.0%	288,496	35.8%	10.1%	50,407
150 Local Option Gas Tax	633,991	45.6%	601,460	43.0%	2.6%	32,530
151 Infrastructure Surtax	1,009,058	47.1%	1,024,933	48.8%	-1.7%	(15,876)
160 Community Dev Blk Grant	-	0.0%	54,390	38.3%	-38.3%	(54,390)
181 Downtown Increment Fund	12,050,942	103.8%	11,297,693	102.7%	1.1%	753,250
182 Southend Increment Fund	6,817,407	190.5%	6,344,077	192.9%	-2.4%	473,330
<b>Total Revenues</b>	<b>\$20,850,300</b>	<b>106.4%</b>	<b>\$19,611,049</b>	<b>104.7%</b>	<b>1.7%</b>	<b>\$1,239,251</b>

**Current Year vs. Prior Year**



**Discussion**

Total revenues in the Special Revenue Funds are over budget for the current year and ahead of the prior year actuals on a percent of budget basis.

160 The decrease in Community Development Block Grant revenues reflects the timing of reimbursement requests submitted to the City of Jacksonville.

181/ 182 The annual tax increment distributions for both the Downtown and Southend districts were received in December.

182



**SUMMARY BUDGET REPORT**

February 28, 2026

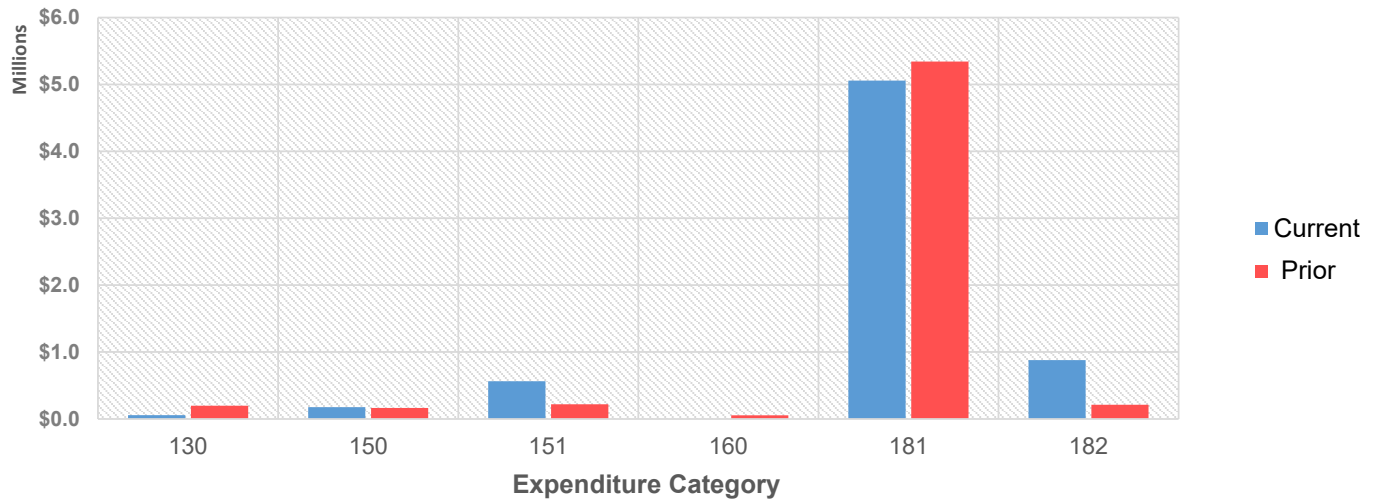
41.4% of Year Elapsed

**Exhibit 6**

**Special Revenue Fund Expenditures**

Expenditure Category	Current Year Expenditures to Date	Current Year Expenditures % of Budget	Prior Year Expenditures to Date	Prior Year Expenditures % of Budget	% Variance (Current Year less Prior Year)	\$ Variance (Current Year less Prior Year)
130 Convention Development	56,678	7.6%	197,324	22.2%	-14.6%	(140,646)
150 Local Option Gas Tax	174,488	12.1%	162,850	13.1%	-0.9%	11,638
151 Infrastructure Surtax	561,977	5.5%	217,231	1.4%	4.2%	344,746
160 Community Dev Blk Grant	-	0.0%	54,390	38.3%	-38.3%	(54,390)
181 Downtown Increment Fund	5,057,533	22.5%	5,342,167	16.3%	6.2%	(284,633)
182 Southend Increment Fund	877,692	7.8%	212,046	6.1%	1.7%	665,646
<b>Total Expenditures</b>	<b>\$6,728,368</b>	<b>14.6%</b>	<b>\$6,186,007</b>	<b>11.4%</b>	<b>3.2%</b>	<b>\$542,361</b>

**Current Year vs. Prior Year**



**Discussion**

In total, Special Revenue Fund expenditures are under budget and ahead of the prior year on a percent of budget basis.

130 The decrease in Convention Development expenditures reflects the timing of capital improvements projects undertaken in the prior year.

160 The decrease in Community Development Block Grant expenditures reflects the timing of reimbursement requests submitted to the City of Jacksonville.

181 The decrease in Downtown Increment fund expenditures is largely attributable to the timing of capital projects.



**SUMMARY BUDGET REPORT**

February 28, 2026

41.4% of Year Elapsed

**Exhibit 7**

**Summary Revenues and Expenditures**

<b>Fund Name</b>	<b>Budgeted Annual Revenues</b>	<b>Budgeted Revenues To Date</b>	<b>Actual Revenues To Date</b>	<b>Variance Favorable/(Unfavorable)</b>
001 General Fund	33,033,348	13,665,851	21,944,015	8,278,165
130 Convention Development Tax	737,000	304,896	338,903	34,007
150 Local Option Gas Tax	1,390,338	575,181	633,991	58,810
151 Infrastructure Surtax	2,142,243	886,243	1,009,058	122,815
160 Community Dev. Blk. Grant	140,855	58,272	-	(58,272)
181 Downtown Increment Fund	11,609,411	4,802,797	12,050,942	7,248,145
182 Southend Increment Fund	3,578,842	1,480,562	6,817,407	5,336,845
410 Electric Utility	88,699,687	36,694,939	35,609,099	(1,085,840)
411 Natural Gas Utility	2,319,343	959,509	874,706	(84,803)
420 Water & Sewer Utility	19,126,825	7,912,741	9,543,530	1,630,789
423 Storm Water Management	3,942,823	1,631,140	724,748	(906,393)
430 Sanitation Fund	7,898,505	3,267,601	3,504,579	236,978
440 Golf Course Fund	3,563,656	1,474,280	1,435,225	(39,055)
460 Leased Facilities Fund	842,436	348,515	345,410	(3,105)
500 Internal Service Funds	22,264,123	9,210,637	9,201,744	(8,893)
<b>Total Revenues</b>	<b>\$201,289,435</b>	<b>\$83,273,164</b>	<b>\$104,033,356</b>	<b>\$20,760,193</b>

<b>Fund Name</b>	<b>Budgeted Annual Expenditures</b>	<b>Budgeted Expenditures To Date</b>	<b>Actual Expenditures To Date</b>	<b>Variance Favorable/(Unfavorable)</b>
001 General Fund	33,299,373	13,775,905	12,908,497	867,408
130 Convention Development Tax	743,088	307,414	56,678	250,737
150 Local Option Gas Tax	1,436,286	594,190	174,488	419,701
151 Infrastructure Surtax	10,146,225	4,197,480	561,977	3,635,503
160 Community Dev. Blk. Grant	142,000	58,745	-	58,745
181 Downtown Increment Fund	22,432,952	9,280,482	5,057,533	4,222,948
182 Southend Increment Fund	11,260,939	4,658,635	877,692	3,780,943
410 Electric Utility	107,038,850	44,281,825	34,502,821	9,779,004
411 Natural Gas Utility	2,832,406	1,171,762	1,094,611	77,152
420 Water & Sewer Utility	35,679,254	14,760,459	7,116,986	7,643,472
423 Storm Water Management	8,944,957	3,700,516	723,677	2,976,839
430 Sanitation Fund	8,335,670	3,448,455	2,792,874	655,581
440 Golf Course Fund	4,658,419	1,927,182	2,094,679	(167,497)
460 Leased Facilities Fund	1,042,115	431,122	484,414	(53,292)
500 Internal Service Funds	22,277,795	9,216,293	9,725,149	(508,856)
<b>Total Expenditures</b>	<b>\$270,270,329</b>	<b>\$111,810,465</b>	<b>\$78,172,076</b>	<b>\$33,638,389</b>

<b>Fund Name</b>	<b>Net Income/(Loss)</b>	<b>Net Variance Favorable/(Unfavorable)</b>
001 General Fund	9,035,518	9,145,572
130 Convention Development Tax	282,225	284,743
150 Local Option Gas Tax	459,502	478,511
151 Infrastructure Surtax	447,081	3,758,317
160 Community Dev. Blk. Grant	-	474
181 Downtown Increment Fund	6,993,409	11,471,093
182 Southend Increment Fund	5,939,715	9,117,788
410 Electric Utility	1,106,278	8,693,164
411 Natural Gas Utility	(219,905)	(7,651)
420 Water & Sewer Utility	2,426,544	9,274,261
423 Storm Water Management	1,070	2,070,446
430 Sanitation Fund	711,705	892,559
440 Golf Course Fund	(659,454)	(206,552)
460 Leased Facilities Fund	(139,004)	(56,397)
500 Internal Service Funds	(523,405)	(517,748)
<b>Total</b>	<b>25,861,280</b>	<b>\$54,398,582</b>



CASH AND INVESTMENTS BY TYPE

Fiscal Year to Date

February 28, 2026

Type of Investment	10/1/2025 Beginning Balance	Investment Earnings	Realized Gain/(Loss)	Unrealized Gain/(Loss)	Fees	Net Investment Income	Net Deposits (Withdrawals)	2/28/2026 Ending Balance	Weighted Net Return*
Sawgrass Asset Management	52,930,891	573,690	(40,053)	626,408	(52,252)	1,107,793	0	54,038,684	0.38%
Galliard Capital Management	61,188,900	1,067,540	92,443	150,840	(59,360)	1,251,463	0	62,440,363	0.43%
Garcia Hamilton & Associates	61,082,122	882,334	192,155	225,690	(59,329)	1,240,851	-	62,322,973	0.43%
State Pooled Investment Fund	37,628,473	631,661	-	-	-	631,661	(0)	38,260,134	0.22%
Florida Trust	38,999,300	642,103	-	-	-	642,103	(0)	39,641,403	0.22%
Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund	14,422,171	233,547	-	-	-	233,547	0	14,655,718	0.08%
Operating Cash: Bank of America	14,863,341	245,529	-	-	(82,012)	163,517	10,382,059	25,408,917	0.07%
Petty Cash / Change Funds	4,325	-	-	-	-	-	-	4,325	0.00%
<b>TOTAL CITY MANAGED INVESTMENTS AND CASH</b>	<b>281,119,525</b>	<b>4,276,404</b>	<b>244,545</b>	<b>1,002,938</b>	<b>(252,953)</b>	<b>5,270,934</b>	<b>10,382,059</b>	<b>296,772,517</b>	<b>1.84%</b>
Pension: Salem Mutual Fund	96,563,357	3,691,537	-	867,685	-	4,559,222	20	101,122,599	3.33%
Pension: Sawgrass Asset Mgt	36,436,763	641,235	146,912	445,584	(60,115)	1,173,616	-	37,610,379	0.85%
Pension: Wells Capital	19	0	-	-	-	0	(20)	0	0.00%
Pension: JPMCB - Strategic Property Fund	4,963,013	-	-	(513,039)	-	(513,039)	-	4,449,974	-0.32%
<b>TOTAL PENSION INVESTMENTS</b>	<b>137,963,153</b>	<b>4,332,772</b>	<b>146,912</b>	<b>800,230</b>	<b>(60,115)</b>	<b>5,219,800</b>	<b>0</b>	<b>143,182,953</b>	<b>3.78%</b>
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$419,082,678</b>	<b>\$8,609,176</b>	<b>\$391,458</b>	<b>\$1,803,167</b>	<b>(\$313,068)</b>	<b>\$10,490,733</b>	<b>\$10,382,059</b>	<b>\$439,955,470</b>	



CITY COUNCIL AGENDA ITEM	
TO:	Mayor and City Council
FROM:	Kimberlee Bennett, Director of Human Resources
DATE:	March 16, 2026
SUBJECT:	City Attorney Annual Performance Evaluation and Merit Increase

**BACKGROUND**

On March 25, 2026, the City Attorney will have completed his second year of employment with the City of Jacksonville Beach. As stipulated in his contract, the City Council is required to review the City Attorney's job performance at least once annually. On March 9, 2026, the City Council discussed the City Attorney's performance at a briefing and requested that an agenda item be placed on the March 16, 2026, City Council agenda to approve the City Attorney's performance evaluation and corresponding merit increase.

The consensus of the City Council was to award a three percent annual increase to the City Attorney, which is consistent with the merit increase of two or three percent considered for Department Directors in the current fiscal year.

**FINANCIAL IMPACT**

This increase was included in the FY26 budget. Therefore, the budgetary impact will be zero.

**REQUESTED ACTION**

Approve City Attorney's Annual Performance Evaluation

**ATTACHMENTS**



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Ashlie Gossett, Chief Financial Officer
DATE:	March 16, 2026
SUBJECT:	Agreement with Forte for Credit Card Payment Processing Services within the Interactive Voice Recognition Phone System

**BACKGROUND**

The City uses Selectron Technologies, Inc., to provide an Interactive Voice Recognition (IVR) system for utility customers to make payments or check their balances by phone 24 hours a day, 7 days a week. CSG Forte Payments, Inc. (Forte), is Selectron's preferred payment processor because it provides seamless, cost-effective integration with the IVR system.

The City has had an agreement with Forte for IVR e-check processing since 2016. Credit card payments made through the IVR are processed by a different vendor, SpeedPay, with a credit card service fee of \$4.95 per \$500 payment. As the City works to upgrade its IVR system, we would like to consolidate e-check and credit card payment processors with Forte in order to gain operational efficiencies and improve customer service.

This new agreement will replace the existing agreement for e-check services and include credit card processing with a service fee of 2.5% per transaction, to be collected and retained by Forte, to offset the costs of accepting credit card payments. The example below shows the difference between the current and proposed payment processing fees.

<b><u>Current (SpeedPay)</u></b>		<b><u>New (Forte)</u></b>	
Utility Bill:	\$100.00	Utility Bill:	\$100.00
Service fee:	\$4.95	Service Fee:	\$2.50
Total Payment:	\$104.95	Total Payment:	\$102.50

**FINANCIAL IMPACT**

E-check payments will continue to be free for our customers and a service fee of 2.5% per transaction will be applied to credit card payments to recover the processing costs.

**REQUESTED ACTION**

Approve an Agreement with Forte for credit card payment processing services within the Interactive Voice Recognition phone system

**ATTACHMENTS**

1. Forte Payment Processing Agreement

## PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **City of Jacksonville Beach, FL**, with its primary business address at 11 North Third Street Jacksonville Beach, FL 32250 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

### 1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

### 2. USAGE

**2.1 Use License.** Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

**2.2 Use of Proprietary Property.** No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

**2.3 Acceptable Use.** AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

**2.4 User and System Security.** AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

**2.5 Use of Information and Data.** AGENCY acknowledges and agrees that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to the Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to AGENCY's Constituents in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

### **3. OWNERSHIP**

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

### **4. CONFIDENTIALITY**

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

Except with respect to Personally Identifiable Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

## 5. TERM AND TERMINATION

**5.1 Term.** This Agreement shall have an initial term of five (5) years (the “Initial Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a “Renewal Term” and together with the Initial Term, the “Term of the Agreement”) unless either Party provides not less than thirty (30) days’ prior written notice of termination to the other Party.

**5.2 Termination for Material Breach.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

**5.3 Termination with Notice.** FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of Services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

**5.4 Termination without Notice.** FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on AGENCY’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of Services prior to terminating AGENCY’s account.

## 6. TRANSACTION PROCESSING

**6.1 Accepting Transactions.** FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

**6.1.1 Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

**6.1.2 Authorization-Capture Transactions.** If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

**6.2 Transaction Format.** FORTE is responsible for processing only Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

**6.2.1 Card Not Present Transactions.** For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

**6.3 AGENCY Account.** In order to provide Transaction processing services, FORTE may need to establish one (1) or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third-party provider subcontracting with FORTE.

**6.4 Limited-Acceptance Agency.** If appropriately indicated on AGENCY’s application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

**6.5 Bona Fide Sales.** AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

**6.6 Setting Limits on Transaction Amount.** AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other accepted brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other accepted brand.

**6.7 Additional Agreements** AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

**6.8 Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Customer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

**6.9 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

**6.10 Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

**6.11 Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Payment Networks Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Constituent or Customer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

**6.12 Excessive Chargebacks.** Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly

authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

**6.13 Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

**6.14 Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an AGENCY-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an AGENCY-owned account or debited from the FORTE Designated Account if settled to that account.

**6.15 Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's Agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

**6.16 Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

**6.17 Temporary Suspension of Services.** Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

**6.18 Authorization.** AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and

limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Constituent or Customer shall constitute receipt of payment to AGENCY, extinguishing such Constituent or Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Constituent or Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Constituent's or Customer's payment, AGENCY's sole recourse shall be to FORTE, not such Constituent or Customer.

## **7. TRANSACTION AUTHORIZATION**

**7.1 Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

**7.2 Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of the Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

**7.3 Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of Authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

## **8. AGENCY PROHIBITIONS**

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its Agent shall retain or store magnetic-stripe data subsequent to Authorization of a sales Transaction.

## **9. AUTHORIZATION**

**9.1 ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing Constituent's payment obligation to AGENCY as if Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not Constituent.

**9.2 Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a

third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

#### **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

#### **11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

#### **12. DATA SECURITY**

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

#### **13. PRICING AND PAYMENT**

**13.1** FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services (“Absorbed Fee Model”) will result in fees being billed to AGENCY monthly in arrears and will automatically be debited from AGENCY’s designated account via ACH debit.

**13.2** Pricing based on a service fee that is charged to Constituents per Transaction (“Service Fee Model”) will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY.

**13.3** In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to propose adjustments to the service fee in accordance with the experiential transaction activity. Adjustments must be mutually agreed upon by both FORTE and the AGENCY and require 60 days advance notice to the customers before being implemented.

**13.4** FORTE’s pricing is subject to the underlying fees established by the Payment Networks and FORTE’S service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during Term of the Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days’ notice of any change or adjustment in fees.

#### **14. LIMITS OF LIABILITY**

**14.1** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD

PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**14.2** FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

## **15. REPRESENTATIONS AND WARRANTIES.**

**15.1 FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

**15.1.1** FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

**15.1.2** FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

**15.2 AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE:

**15.2.1** If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by Receiver; and (iii) AGENCY shall provide proof of Authorization to FORTE in compliance with applicable Rules for any Transaction upon request within five (5) Business Banking Days.

**15.2.2** AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

**15.3 Mutual Representations and Warranties.** Each Party represents and warrants to the other:

**15.3.1** The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

**15.3.2** There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

**15.3.3** When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

## **16. FORTE SERVICE POLICY**

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

## **17. FORCE MAJEURE**

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure are due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

## **18. ASSIGNMENT**

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

## **19. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the state in which AGENCY is located without reference to choice of laws or rules.

## **20. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

## **21. PUBLICITY**

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

## **22. NOTICE**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

## **23. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

## **24. SEVERABILITY**

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

## **25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS**

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior

agreements between the Parties and is intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**26. ELECTRONIC SIGNATURES.**

**Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.**

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

**City of Jacksonville Beach, FL**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CSG FORTE PAYMENTS, INC.**

By:   
By: Saurabh Joshi (Mar 2, 2026 18:00:06 EST)

Name: Saurabh Joshi

Title: President

Date: 03/02/2026

*CSG Legal Reviewed 03/02/2026 ID*

## **APPENDIX A DEFINITIONS**

**ACH Network.** “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

**Acquirer.** “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

**Affiliate.** “Affiliate” means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

**Agent.** “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of AGENCY with the actual, implied or apparent authority of AGENCY.

**Authorization.** “Authorization” means a Transaction request on a Constituent or Consumer bank account or card account to confirm Constituents or Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted Transaction.

**Business Banking Day.** “Business Banking Day” means Monday through Friday excluding banking holidays.

**Confidential Information.** “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

**Consumer.** “Consumer” means the individual end users, Constituents of AGENCY.

**CPA.** “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

**Chargeback.** “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

**Credit Entry.** “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

**Debit Entry.** “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

**Laws.** “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

**NACHA.** “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI.** “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from AGENCY through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator.** “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

**Payment Network.** “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

**Payment Network Resources:**

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: [www.nacha.org](http://www.nacha.org)

**PCI-DSS.** “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

**Personally Identifiable Information or PII.** “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

**RDFI.** “RDFI” or “Receiving Depository Financial Institution” means the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver.** “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve.** “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

**Rules.** “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

**Settlement Account.** “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

**Settlement Entry.** “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

**Transaction.** “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users.** “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

**APPENDIX B**  
**ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES**

**1. Representation by Agency.** Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

**2. Use of Services.**

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

**3. Retention of Data.** AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

**4.** AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

**APPENDIX C**  
**ACCOUNT UPDATER SERVICES**

- 1. Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.
  
- 2. Agency Requirements for Account Updater Participation.**
  - a. AGENCY must be properly established and registered in the United States.
  - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
  - c. AGENCY must be in compliance with all Card Association Operating Regulations.
  - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing relationship and Constituent's authority to submit such payments.
  - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
  - f. AGENCY must not submit inquiries on behalf of any other entity.
  - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

**APPENDIX D\***  
**AMERICAN EXPRESS CARD ACCEPTANCE**

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at [www.americanexpress.com/merchantopguide](http://www.americanexpress.com/merchantopguide).

All capitalized terms found in this Appendix D shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

**11.** Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

**12.** Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

**13.** Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

**14.** American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

\*For purposes of clarification, "Merchant" in this Appendix D shall be deemed to be "AGENCY."

## APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
  - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
  - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that AGENCY or FORTE has access to or collects such Source Data, each agrees that it does so solely on behalf of AGENCY and AGENCY’s Consumer customers/Constituents pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
  - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that with respect to such PII, FORTE shall gain possession of any ownership or other proprietary rights to the PII to which it will have access pursuant to this Agreement (if any). FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
  - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the Parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s Constituents, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
  - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
  - a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
  - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the Parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
  - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
  - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be AGENCY's sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

## SCHEDULE 1

### PRICING FEE SCHEDULE

Such Pricing Fee Schedule is executed and attached to AGENCY's "Merchant Application" and incorporated herein by reference.

**CSG Forte Payments Inc.** is proud to provide a robust processing platform and flexible pricing strategies:

- **Service Fee Model** – in a service fee model approach, the citizen pays a service fee for processing their transaction. Your office absorbs no cost.

#### **Service (Convenience) Fee Pricing Option:**

**MasterCard, Visa, Discover and American Express cards**  
2.50% of the payment amount

**Electronic check – online WEB, and IVR, POS payments**  
\$0.25 per transaction with Forte Verification for known accounts.

Service Fee Pricing (credit cards only)- this pricing model reflects that a fee will be charged to the customer when they pay their balance using a credit card.



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Thomas Bingham, Services Division Commander
DATE:	March 16, 2026
SUBJECT:	Memorandum of Understanding Agreement with the City of Jacksonville for Use of its Computer Aided Dispatch System

**BACKGROUND**

The current Computer Aided Dispatch (CAD) and Records Management System (RMS) were purchased in 2009. The current CAD and RMS are antiquated and not compatible with City computer operating systems. As part of the Public Safety Technology Enhancement Plan, CAD will be upgraded through a transition to a countywide platform, improving cost-effectiveness, efficiency, and performance. This is a re-budgeted project from a prior year's Capital Improvement Plan.

The recommended CAD replacement is the Motorola Premiere One (P1) system and is locally hosted by the City of Jacksonville. Every law enforcement agency in Duval County and the Jacksonville Fire and Rescue Department utilizes this system for enhanced public safety communication and seamless interoperability when incidents and information cross jurisdictional boundaries.

A Memorandum of Understanding with the City of Jacksonville (COJ) includes access to their hosted Motorola P1 system and reimbursement for their one-time purchase (under COJ contract 72453-26) of needed hardware and software to connect COJ and Jacksonville Beach Information Services infrastructures. COJ will assume all further maintenance costs for this equipment. The five-year contract with Motorola includes licensing, implementation and installation services, training, and maintenance for the Motorola P1 system by leveraging an existing contract between Motorola and the City of Jacksonville (COJ contract 7664-13).

**FINANCIAL IMPACT**

Funding is included in the FY2026 budget. No adjustments are required.

**REQUESTED ACTION**

Approve a Memorandum of Understanding Agreement with the City of Jacksonville for use of its Computer Aided Dispatch System as part of the Public Safety Technology Enhancement Plan

**ATTACHMENTS**

1. Memorandum of Understanding Agreement
2. COJ Reimbursement
3. Motorola Contract P1 2026

**MEMORANDUM OF UNDERSTANDING AGREEMENT  
BETWEEN  
CITY OF JACKSONVILLE  
AND  
CITY OF JACKSONVILLE BEACH  
FOR  
USE OF PREMIER ONE COMPUTER AIDED DISPATCH SYSTEM**

**THIS MEMORANDUM OF UNDERSTANDING AGREEMENT (“MOU”)** for utilization of the PremierOne Computer Aided Dispatch System is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “**Effective Date**”), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the “**City**”), and the **CITY OF JACKSONVILLE BEACH, FLORIDA**, a municipal corporation of the State of Florida (“**COJB**”), individually, a “Party,” or collectively, the “Parties.”

**RECITALS**

**WHEREAS**, the City and COJB desire for COJB to utilize the City’s PremierOne Computer Aided Dispatch (P1 CAD) System (the “**System**”) which the City procured through Motorola Solutions, Inc.; and

**WHEREAS**, in order for COJB to utilize the System, the City will procure the hardware and software required for COJB to utilize the System, including two (2) AT&T 10 mb circuits via City Contract #70205-20 (the “**Technology Contracts**”); and

**WHEREAS**, COJB is authorized through the COJB’s Procurement Code to cooperatively work with the City through the City’s duly procured Technology Contracts; and

**WHEREAS**, execution of this MOU by the City is authorized pursuant to section 126.108(c), *Jacksonville Ordinance Code*, and an award approved by the City’s Chief of Procurement on December 1, 2025, as amended by an award dated January 9, 2026; and

**WHEREAS**, as required by section 106.431, *Jacksonville Ordinance Code*, the maximum indebtedness of the City for all fees or costs which the City is authorized to expend to facilitate COJB’s use of the System shall not exceed the sum of \$16,603.63, which amount the COJB agrees to reimburse the City; and

**WHEREAS**, beginning with the second year of the MOU, the City will absorb the cost for the City to give COJB access to the System.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements hereinafter contained and of other good and valuable consideration acknowledged by the Parties to be sufficient, the Parties agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

2. **Services.** COJB requests, and the City agrees, to allow the COJB to utilize the System pursuant to the terms of this MOU. Accordingly, COJB agrees to cooperate with the City's Technology Solutions Department and follow any reasonable technology protocols and policies regarding use and security of the System.

3. **Term and Termination.** This MOU shall be effective as of the date first written above and shall remain in effect for a period of three (3) years (the "**Term**"), unless sooner terminated or extended by written agreement of the parties.

4. **Maximum Indebtedness.** As required by section 106.431, *Jacksonville Ordinance Code*, the maximum indebtedness of the City for all fees or other costs for the Services provided by this MOU to COJB shall not exceed the sum of SIXTEEN THOUSAND SIX HUNDRED THREE AND 63/100 (\$16,603.63).

5. **System Expenses.**

(a) **First Year Expense.** COJB agrees to reimburse the City in the amount of \$16,603.63 (the "**First Year Expense**"). This First Year Expense covers the costs of the initial system hardware and the first year of service required to give COJB access to the System. The City will remit payment for these costs directly to the System vendor.

(b) **Future Year Expenses.** Beginning with the second year of the MOU, and continuing for the remainder of the Term, the City will absorb the annual costs and pay the System vendor to maintain COJB's access to the System, estimated at \$1,249.90 per year, unless otherwise agreed to in writing.

6. **Reimbursement.** COJB shall reimburse the City the total sum of \$16,603.63 for the First Year Expense. Payment shall be made in full within forty-five (45) days of COJB

receiving an invoice from the City, and said reimbursement shall be completed entirely within the first year of this MOU

7. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Florida.

8. **Entire Understanding.** This MOU constitutes the entire understanding between the Parties with respect to the subject matter of this MOU and supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter of this MOU.

9. **Counterparts.** This MOU may be executed electronically and in several counterparts, each of which will be deemed an original and all of which will constitute one instrument.

*[Remainder of page left blank intentionally. Signature page follows immediately.]*

IN WITNESS WHEREOF, the Parties hereto have executed this MOU the day and year first above written.

**CITY OF JACKSONVILLE BEACH, FLORIDA**

By \_\_\_\_\_  
Christie Hoffman, Mayor

By \_\_\_\_\_  
Michael Staffopoulos, City Manager

**ATTEST:**

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Molly Alleger, City Clerk

\_\_\_\_\_  
David Migut, City Attorney

**ATTEST:**

**CITY OF JACKSONVILLE**

By \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By \_\_\_\_\_  
Donna Deegan, Mayor

Approved as to form:

\_\_\_\_\_  
Office of General Counsel

GC-#1724796-v1-COJ\_MOU\_for\_Jax\_Beach\_to\_join\_P1\_CAD\_System.docx

**Encumbrance and funding information for internal City use:**

<b>1Cloud Account for Certification of Funds</b>	<b>Amount</b>
53101.113001.552150.000000.00000000	\$16,603.63

**Total Maximum Indebtedness: \$16,603.63**

This above stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the financial obligations in the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract and it is subject to future appropriations. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

\_\_\_\_\_  
 Director of Finance  
 City Contract No. 72453-26



**Part 1 – Form Type:** ADMIN Award Request: Exemption 126.108 (c), Government Collaborative Agreements

Goods and/or Services: MOU with the City of Jacksonville Beach allowing Jax Beach to Utilize the P1 CAD System

**Requested Action and Justification:**

Request approval for clarification of the financial obligations to allow the City of Jacksonville Beach to utilize the P1 CAD system. The initial cost \$16,603.63 for the required hardware and for the first year of service to have the City of Jacksonville Beach on the system will be paid by the City of Jacksonville and will be reimbursed by the City of Jacksonville Beach. Each year thereafter, for the length of the MOU, the City of Jacksonville will absorb the annual cost of \$1,249.90 to keep the City of Jacksonville Beach on the system.

This award will be executed through a formal MOU through the Office of General Counsel and processed via individual Purchase Orders to various suppliers for the required hardware.

<b>Supplier:</b>	City of Jacksonville Beach	<b>Basis of Award:</b>	N/A	<b>BID Opening Date:</b>	01/02/2026
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<b>POA #:</b>	72453-26	<b>PO #:</b>	TBD	<b>Change Order #:</b>	N/A
<b>Solicitation #:</b>	N/A	MOU	N/A	<b>Contract #:</b>	72453-26
<b>Term:</b>	3 years	<b>Options:</b>	0	<b>Options Used:</b>	N/A

<b>Federally Funded:</b>	No	<b>JSEB Rec:</b>	N/A
<b>Licenses Verified:</b>	N/A	<b>JSEB %:</b>	N/A
<b>Bonds Required:</b>	No	<b>Bonds Waived Pursuant To:</b>	N/A

<b>Fund:</b>	53101	<b>Center:</b>	113001	<b>Acct:</b>	552150	<b>Proj:</b>	000000	<b>Activity:</b>	0000000000	\$ 16,603.63
<b>Fund:</b>		<b>Center:</b>		<b>Acct:</b>		<b>Proj:</b>		<b>Activity:</b>		\$
<b>Fund:</b>		<b>Center:</b>		<b>Acct:</b>		<b>Proj:</b>		<b>Activity:</b>		\$

<b>New NTE/GMP:</b>	\$ 16,603.63	<b>Contingent Amt:</b>	\$ 0.00	<b>DMP/ODPO Amt:</b>	\$ 0.00
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<b>Using Agency/BU:</b>	TSOD:OFFICE_OF_THE_DIRECTOR				
<b>Concurrence:</b>		<b>Title:</b>	ASST INFO TECH OFFICER - APPLICATIONS DEV PROJECT MANAGER 1/5/2026		
<b>Concurrence:</b>		<b>Title:</b>	ASST INFO TECH OFFICER-TECHNOLOGY SOLUTIONS FINANCE MANAGER 1/7/2026		
<b>Concurrence:</b>		<b>Title:</b>	DIRECTOR OF TECHNOLOGY SOLUTIONS 1/7/2026		
<b>Concurrence:</b>		<b>Title:</b>			

<b>Procurement Analyst/Buyer:</b>		
<b>Name:</b>	Spitler, Michelle	
<b>Procurement Manager:</b>		
<b>Name:</b>	Marilyn Laidler	
<b>Chief of Procurement:</b>		1/9/2026
<b>Name:</b>	Dustin L. Freeman	



**PAF Instructions**  
**Part 1 (using agency)**

**Form Type:** This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

**Goods and/or Services:** Enter a brief description of the types of goods and services included in the request.

**Requested Action and Justification:** Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4<sup>th</sup> account strings, or other information essential for contract execution.

**Supplier:** Enter awarded supplier name. If multiple, include in “Requested Action and Justification” box.

**Basis of Award:** Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

**Bid Opening Date:** The date bids were unsealed by Procurement.

**POA #:** This is your ICloud generated Agreement number. Select Type, Enter Number.

**PO #:** Enter the PO number or agreement release number.

**Change Order #:** Provide the applicable change order number represented by this request.

**Solicitation #:** Select Prefix type, Enter Number, and Year.

**Contract #:** This number should be the same as your POA number (unless procured prior to 2020)

**Contract Amendment #:** Provide the applicable amendment number represented by this request.

**Term:** Select the Period of Performance or Term for the initial period.

**Options:** Period of time for each renewal or option.

**Options Used:** Prior to this request, enter how many options were already used.

**Federally Funded:** Select yes or no from dropdown if Federal Funds will be used.

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

**Funding Sources:** Fund/Center/Account/Project/Activity, all fields are required even if zeros.

**New NTE/GMP:** Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable.

**Contingent Amount:** If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

**DMP/ODPO Account:** Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

**Using Agency/BU:** Select one from the dropdown list.

**Concurrence:** Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

**Title:** Title of person electronically signing form.

**Attachments:** Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards.*

*\*Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*



**Part 1 – Form Type:** ADMIN Award Request: Exemption 126.108 (c), Government Collaborative Agreements

Goods and/or Services: MOU with the City of Jacksonville Beach allowing Jax Beach to Utilize the P1 CAD System

**Requested Action and Justification:**

Request approval of an Administrative Award for an MOU allowing the City of Jacksonville Beach to utilize the P1 CAD system. The total not-to-exceed award amount will be \$16,603.63 which includes two (2) AT&T 10Mb circuits (\$234.74 each) via COJ Contract #70205-20 pricing.

This award will be executed through a formal MOU through the Office of General Counsel and processed via individual Purchase Orders to various suppliers for the required hardware.

<b>Supplier:</b>	City of Jacksonville Beach	<b>Basis of Award:</b>	N/A	<b>BID Opening Date:</b>	11/24/2025
------------------	----------------------------	------------------------	-----	--------------------------	------------

<b>POA #:</b>	TBD	<b>PO #:</b>	TBD	<b>Change Order #:</b>	N/A
<b>Solicitation #:</b>	N/A	MOU	N/A	<b>Contract #:</b>	TBD
<b>Term:</b>	One Time Project	<b>Options:</b>	0	<b>Options Used:</b>	N/A

<b>Federally Funded:</b>	No	<b>JSEB Rec:</b>	N/A
<b>Licenses Verified:</b>	N/A	<b>JSEB %:</b>	N/A
<b>Bonds Required:</b>	No	<b>Bonds Waived Pursuant To:</b>	N/A

<b>Fund:</b>	53101	<b>Center:</b>	113001	<b>Acct:</b>	552150	<b>Proj:</b>	000000	<b>Activity:</b>	00000000	\$ 16,603.63
<b>Fund:</b>		<b>Center:</b>		<b>Acct:</b>		<b>Proj:</b>		<b>Activity:</b>		\$
<b>Fund:</b>		<b>Center:</b>		<b>Acct:</b>		<b>Proj:</b>		<b>Activity:</b>		\$



<b>New NTE/GMP:</b>	\$ 16,603.63	<b>Contingent Amt:</b>	\$ 0.00	<b>DMP/ODPO Amt:</b>	\$ 0.00
---------------------	--------------	------------------------	---------	----------------------	---------

<b>Using Agency/BU:</b>	TSOD:OFFICE_OF_THE_DIRECTOR				
<b>Concurrence:</b>	<i>Migra, Vimal</i>	<b>Title:</b>	ASST INFO TECH OFFICER - APPLICATIONS DEV PROJECT MANAGER	11/24/2025	
<b>Concurrence:</b>	<i>Nishal Kheer</i>	<b>Title:</b>	ASST INFO TECH OFFICER - IT MANAGER - FINANCE	11/29/2025	
<b>Concurrence:</b>	<i>[Signature]</i>	<b>Title:</b>	DIRECTOR OF TECHNOLOGY SOLUTIONS	11/30/2025	
<b>Concurrence:</b>		<b>Title:</b>			

<b>Procurement Analyst/Buyer:</b>	Signed by: <i>Michelle Spitler</i>	
<b>Name:</b>	Spitler, Michelle	
<b>Procurement Manager:</b>	Signed by: <i>Marilyn Laidler</i>	
<b>Name:</b>	Marilyn Laidler	
<b>Chief of Procurement:</b>	Signed by: <i>[Signature]</i> 12/1/2025	
<b>Name:</b>	Dustin L. Freeman	

**PAF Instructions**  
**Part 1 (using agency)**

**Form Type:** This form will be used for both Administrative Awards and JPAC Requests. Select type from dropdown options.

**Goods and/or Services:** Enter a brief description of the types of goods and services included in the request.

**Requested Action and Justification:** Enter a brief description of the requested action or authority being sought. i.e.; *Request permission to award the lowest, responsive responsible bidder for an ITB or award the highest ranked supplier for an RFP.* This block should also be used for additional information such as additional 4<sup>th</sup> account strings, or other information essential for contract execution.

**Supplier:** Enter awarded supplier name. If multiple, include in “Requested Action and Justification” box.

**Basis of Award:** Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA) or N/A.

**Bid Opening Date:** The date bids were unsealed by Procurement.

**POA #:** This is your ICloud generated Agreement number. Select Type, Enter Number.

**PO #:** Enter the PO number or agreement release number.

**Change Order #:** Provide the applicable change order number represented by this request.

**Solicitation #:** Select Prefix type, Enter Number, and Year.

**Contract #:** This number should be the same as your POA number (unless procured prior to 2020)

**Contract Amendment #:** Provide the applicable amendment number represented by this request.

**Term:** Select the Period of Performance or Term for the initial period.

**Options:** Period of time for each renewal or option.

**Options Used:** Prior to this request, enter how many options were already used.

**Federally Funded:** Select yes or no from dropdown if Federal Funds will be used.

**JSEB Rec:** Select Encouragement or JSEB Set Aside Option.

**JESB %:** If JSEB Participation, enter the percentage.

**Bonds Waived Pursuant to:** Select option from Drop down.

**Funding Sources:** Fund/Center/Account/Project/Activity, all fields are required even if zeros.

**New NTE/GMP:** Enter the new total not to exceed amount. Note, this should match the contract maximum indebtedness, if applicable.

**Contingent Amount:** If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

**DMP/ODPO Account:** Enter the Direct Materials Purchase/Owner Direct Purchase Order Account. Used mainly for CIP (Capital Improvement/Construction) Projects

**Using Agency/BU:** Select one from the dropdown list.

**Concurrence:** Using Agency internal routing requirements for Electronic Signatures (follow Proc Manual for threshold requirements)

**Title:** Title of person electronically signing form.

**Attachments:** Included any supplemental information to the Procurement Award Form. i.e.; *Scope of work, previous awards.*

*\*Any field where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*



**QUOTE:** 2001725068896-01

DATE: 11/05/2025

PAGE: 1 of 2

**TO:**  
 City of Jacksonville  
 Chris Folker  
 Finance Department 117 W. Duval St., Suite 375  
 Jacksonville, FL 32202  
  
 CFolker@coj.ne  
 (p) 904.255.8414

**FROM:**  
 Presidio Networked Solutions LLC  
 Sylvér Fair  
 8647 Baypine Road  
 Building 1  
 Suite 100  
 Jacksonville, FL 32256  
  
 sfair@presidio.com  
 (p) +1.407.409.8250

**Customer#:** CITY0222

**Contract Vehicle:** Florida NASPO Valuepoint Cisco AR3227 FL# 43220000-NASPO-19-ACS

**Account Manager:** Ray Watkins

**Inside Sales Rep:** Sylvér Fair

**Title:** COJ - 1 x C9300-24UX-A

#	Part #	Description	Unit Price	Qty	Ext Price
<b>C9300-24UX-A</b>					
1	C9300-24UX-A	Catalyst 9300 24-port mGig and UPOE, Network Advantage	\$9,599.63	1	\$9,599.63
2	CON-SSSNT-C93024XU	SOLN SUPP 8X5XNBD Catalyst 9300 24-port mGig and UPOE, Net	\$1,149.60	1 for 12 mo(s)	\$1,149.60
3	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	1	\$0.00
4	CON-SSTCM-C93A24	SOLN SUPP SW SUBC9300 DNA Advantage	\$100.30	1 for 12 mo(s)	\$100.30
5	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$2,298.34	1	\$2,298.34
6	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
7	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
8	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
9	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
10	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	1	\$0.00
11	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
12	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
13	PWR-C1-1100WAC-P/2	1100W AC 80+ platinum Config 1 Secondary Power Supply	\$1,347.86	1	\$1,347.86
14	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
15	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$70.94	1	\$70.94
16	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$67.40	1	\$67.40
17	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00
18	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	\$0.00	1	\$0.00
19	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
20	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	\$0.00	1	\$0.00
21	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
22	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00



**QUOTE:** 2001725068896-01

DATE: 11/05/2025

PAGE: 2 of 2

23	C9300-NM-4G	Catalyst 9300 4 x 1GE Network Module	\$383.08	1	\$383.08
<b>Total:</b>					<b>\$15,017.15</b>

<b>Sub Total:</b>				<b>\$15,017.15</b>
<b>Grand Total:</b>				<b>\$15,017.15</b>

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF NASPO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS.

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:  
NASPO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS..

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date



Thank you for choosing CDW. We have received your quote.

Hardware    Software    Services    IT Solutions    Brands    Research Hub

# QUOTE CONFIRMATION

## CITY OF JACKSONVILLE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

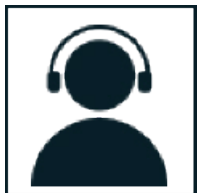
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRNN468	11/24/2025	SMT 1500	6006034	<b>\$1,117.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">APC Smart-UPS, Line Interactive, 1500VA, Tower, 120V, 8x NEMA 5-15R outlets</a>	1	7484410	\$1,117.00	\$1,117.00
Mfg. Part#: SMT1500CNC Contract: Sourcwell 121923- City of Jacksonville (71232-24)				

<b>SUBTOTAL</b>	\$1,117.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b style="color: red;">\$1,117.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> CITY OF JACKSONVILLE FLORIDA ACCOUNTS PAYABL 117 W DUVAL ST STE 375 JACKSONVILLE, FL 32202-5725 <b>Phone:</b> (904) 645-0124 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>Shipping Address:</b> CITY OF JACKSONVILLE FLORIDA CITY OF JACKSONVILLE 117 W DUVAL ST STE 375 JACKSONVILLE, FL 32202-5725 <b>Phone:</b> (904) 645-0124 <b>Shipping Method:</b> UPS Ground (2- 3 Day)
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**John Vrablik** | (877) 466-6333 | [johnvra@cdwg.com](mailto:johnvra@cdwg.com)

## Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



**MOTOROLA SOLUTIONS**

Proposal

**City of Jacksonville Beach, Florida**

# PremierOne Add-On Agency to City of Jacksonville

Firm Proposal

February 25, 2026

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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PS-000197903

Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781  
USA

February 25, 2026

City of Jacksonville Beach  
ATTN: Commander Thomas Bingham  
1460-A Shetter Avenue  
Jacksonville Beach, FL 32250

Re: Proposal PS-000197903 Add-on to City of Jacksonville's PremierOne CAD System

Dear Cmdr. Bingham,

Motorola Solutions, Inc. (Motorola) is pleased to provide the attached Proposal for the City of Jacksonville Beach. This Proposal is subject to the enclosed Motorola Solutions Customer Agreement (MCA). This Proposal is valid until April 1, 2026. The City of Jacksonville Beach may accept this proposal by providing Motorola with a signed copy of the MCA and a purchase order referencing this proposal.

Motorola would be pleased to address any concerns you might have regarding this Proposal. Please send your order to your Motorola Software Sales Account Manager listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. We look forward to receiving your response. Please feel free to contact Brett Chism at [brett.chism@motorolasolutions.com](mailto:brett.chism@motorolasolutions.com) or 229-946-1868 with any questions.

Sincerely,



Aaron Bravo  
Area Sales Manager, Software FL  
Motorola Solutions, Inc.

Cover Letter

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## Section 1

# System Description

## 1.1 System Overview

Motorola Solutions is pleased to present the following system for the City of Jacksonville Beach, FL (hereinafter referred to as the “City”). Our system is based on our interpretation of the requirements derived from our discussions with you.

Motorola Solutions’ offering consists of PremierOne application and client software, interfaces, and services (as stated in the Statement of Work) to add the City as a hosted agency to the City of Jacksonville, Florida’s PremierOne CAD system.

### 1.1.1 Participating Agencies

The designated agencies participating in the system are:

- City of Jacksonville (System Owner)
- City of Jacksonville Beach

### 1.1.2 Application Software and System Components

This solution is based on Motorola Solutions PremierOne Application Software release version being utilized on the City of Jacksonville, FL’s PremierOne CAD system.

### 1.1.3 System Application Client Software Licensing

The following table summarizes the number of PremierOne client application software licenses for all agencies listed in Participating Agencies.

**Table 1-1: System Licensing**

System Client Licenses	Quantity	Type
PremierOne CAD	11	Per Seat
PremierOne Mobile (Windows)	80	Per Seat

## 1.1.4 System Interfaces

The table below lists the interfaces included in our system. A description of each interface listed in the table below has been provided in Attachment A. Any requests for change to the Interface Description following contract is subject to review and consideration through the change control mechanism of the contract.

**Table 1-2: System Interfaces**

Interface Name	Interface Description	DR Y/N?
<b>State Query Interface</b>	The CommSys - State and NCIC Query Interface ("Interface") allows the PremierOne Suite users to submit transactions to State and Federal systems, via the State Message Switch.	No
<b>e911 ANI ALI and TDD Incident Creation Inbound Interface</b>	The e911 Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and Telecommunications Device for the Deaf (TDD) Inbound Interface ("Interface") accepts ANI ALI and TDD data from the phone vendor and passes it to an incident in PremierOne CAD.	No
<b>External Query</b>	The External Query Outbound Interface ("Interface") allows PremierOne users to submit transactions to the vendor managed ("3rd Party") system.	No

## 1.2 Application Descriptions

The following sections provide brief descriptions of PremierOne CAD and Mobile. The PremierOne equipment contains Commercial Off-the-Shelf (COTS) products, therefore software development is not provided.

### 1.2.1 PremierOne CAD

Motorola Solutions has designed PremierOne CAD to be the central convergence point for communications from multiple sources and systems, mission-critical information, and resource management.

The user interface offers quick access to information via a location-based, Esri-standard GIS map. Users perform commands and functions using a mouse, command lines, function keys, shortcuts, or user definable right-click menus. The GPS-aided resource management tool displays the location and identity of GPS-equipped vehicles or devices enabling a coordinated response while further supporting officer safety.

In PremierOne CAD, Automatic Resource Location (ARL) can be used to track the location of emergency vehicles when requiring units to respond to an incident. By adding ARL, PremierOne CAD can make recommendations based on the actual location of units rather than recommending units solely based on jurisdictional assignment.

PremierOne supports Direct GPS Connection where location information is sent directly to PremierOne without the use of the PremierOne Mobile Client application. Direct GPS Connection requires that

device location is reported to PremierOne using Trimble ASCII Interface Protocol (TAIP) with a unique identifier over User Datagram Protocol (UDP).

Users can create incidents from public telephone calls, from information received from an officer or another public safety agency, or through an alarm interface. Once the user enters basic details of the incident into the system, users may dispatch field personnel to handle the incident. Users may update incidents with additional details such as information about the handling of the incident. Once the user has completed the incident in an appropriate fashion, the user then can close the incident.

Field personnel may use PremierOne CAD to retrieve details about incidents or to make incident updates. Additionally, supervisory personnel may use the PremierOne CAD to monitor the operations of the communications center, the handling of incidents, and field unit statistics.

PremierOne CAD functions as a standalone product but also seamlessly integrates with Motorola Solutions' PremierOne Mobile and Records applications. PremierOne CAD may also be integrated with other Motorola Solutions and third-party systems.

Users that can benefit from accessing PremierOne CAD and Mobile include but are not limited to Dispatchers, PSAP Supervisors, Patrol Officers and Call Takers.

## 1.2.2 PremierOne CAD Concepts

### 1.2.2.1 User Input

Users may operate PremierOne CAD either with or without a mouse. While all commands and actions within the application can be accessed with the mouse, users may also drive PremierOne CAD almost exclusively from the keyboard. A few PremierOne CAD functions, such as selecting units from a map, must be performed with a mouse.

### 1.2.2.2 Work and Status Monitors

Users perform the majority of actions within PremierOne CAD's work monitor. Status monitors present summary information about incidents or units. A user may have one or more status monitor windows available at the workstation.

### 1.2.2.3 Security and Roles

PremierOne CAD recognizes authorized users and provides access to individually authorized functions at the time of sign-on. To facilitate these responsibilities, access rights and permissions are associated with the various functions available within PremierOne CAD. A role is a set of specified privileges, which provide access to data, commands, forms, devices, and functions. Each user and device is assigned to one or more of the defaults of City-created roles.

### 1.2.2.4 Units, Incidents and Dispatching

A unit within PremierOne CAD represents the resources, which are dispatched or monitored by the communications center personnel. All units in the system are identified with a unit id, which is typically the radio call sign for the unit. Users can initiate incidents from the command line or from the incident initiation form. The system provides a user with four methods to begin the incident dispatching process. These four methods include:

- Dispatch incident function key
- Incident dispatch command
- Dispatch form
- Drag and drop feature within status monitors and map

### 1.2.2.5 Incident Management

In addition to initiating and dispatching incidents, users can manage existing incidents through the various incident management features of PremierOne CAD:

- Updating existing incident information
- Associating incidents
- Disassociating incidents
- Cloning incidents
- Closing incidents
- Reopening incidents
- Displaying a summary list of incidents
- Searching for incidents

### 1.2.2.6 Unit Management

Users can monitor and maintain the current activities for each unit through the various unit management features:

- View and update unit assignment data
- Make unit status changes
- Manipulate a unit's call stack
- Transfer units
- View a unit's history
- Move units from one station or area to another station or area
- View the current activities for a unit
- Assign crews
- Clear units from an incident
- Manipulate units that are assigned to incidents
- Move resources to cover depleted stations or areas
- Alter a unit's capabilities based on the personnel assigned to that unit

### 1.2.2.7 Federal, State and Local Queries

PremierOne allows users to submit requests for information to external databases. These external queries can involve local agencies, as well as state and federal agencies. External databases all have their own data formats and respond to submitted queries with one or more responses.

### 1.2.2.8 Maps

PremierOne mapping utilizes products from Environmental Systems Research Institute (Esri) for geo-processing. The display of maps is an integrated component within PremierOne. The map may be configured to display automatically when the user signs on to the workstation. A number of commands and functions allow the user to manipulate the map and make updates in response to user actions. The map may be configured to display an icon at this location to assist the call taker in determining the location at which an emergency response is required. The system also attempts to find the nearest address/common place to the caller coordinates.

### 1.2.2.9 Mail & Messaging Services

The mail and messaging functionalities of PremierOne CAD allow users to exchange and distribute electronic mail and messages within the dispatch center and to units equipped with MDTs.

## 1.2.3 PremierOne Mobile with Mobile Mapping

PremierOne Mobile provides public safety personnel the ability to assess and prepare for a situation while en route to the scene. Users access information via screen configurations that provides navigation throughout the PremierOne Mobile application.

**Table 1-3: PremierOne Mobile Mapping Capabilities**

PremierOne Mobile - Available Clients:	Windows (Included)	Android (NOT Included)	iOS (NOT Included)
Operating System	Windows 10+	Android 10-12	iOS 13 - 16
Cloud Enabled	•	•	•
Silent Dispatch	•	•	•
Incident & Unit Management	•	•	•
Real-Time Status Monitors	7	5	5
Field Initiation for Traffic Stops & Other Incidents	•	•	•
Database Querying	•	•	•
Unit Location Tracking	•	•	•
Premises & Hazard Details with Images	•	•	•
Geofencing with Entry & Exit Alerts	•	•	•
4G/5G & LTE Network Capability	•	•	•
CJIS Security Support with FIPS 140-2 Encryption & Auditing	•	•	•
Barcode Scan	•	•	•
Voice Entry for Comments		•	•
Actionable URL in Comments	•	•	•
Messaging	•	•	

PremierOne Mobile - Available Clients:	Windows (Included)	Android (NOT Included)	iOS (NOT Included)
BOLOS	•	•	
Advanced Mapping, BOLOs, Premises & Hazards	•		
Advanced Configurations	•		

The integrated map provides the user the ability to display call location, drive directions, premises, hazards and the location of other units. PremierOne Mobile leverages the same common map platform used in PremierOne CAD, which is managed and provisioned from a centralized location and deployed to all systems remotely.

## 1.3 Legacy Data Services

### 1.3.1 Legacy Data Access

#### 1.3.1.1 Legacy Data Access - Data Warehouse

This data will be extracted from the existing CAD system by the City and be incorporated into a SQL data warehouse supplied by City that can be accessed via standard SQL tools. The City can then develop queries and format the returns in PremierOne. See "Adding and Configuring Interfaces for Queries at the Suite Level Adding and Configuring Interfaces for Queries at the Suite Level" in 4.5.1. p1 cad-mobile provisioning user Guide.

The legacy databases must be stored in City supplied relational databases (hardware and software) external to the PremierOne system and Motorola Solutions must be able to link directly to the legacy databases from MS SQL Server. Motorola Solutions does not provide any data clean up or manipulation of the provided data and conducts a single, one time, bulk load of legacy data. The City should conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that have not been linked properly and resolve those issues prior to extracting the data to be converted.

Please refer to the {Refer to appropriate Query ISD(s) here} in the Interfaces section.

## 1.4 System Architecture

The system is designed on the principles of Service Oriented Architecture (SOA) allowing separation of servers and services to modular components. The system can be expanded through the allocation of additional physical or logical resources as needs grow. In addition, site-to-site replication creating a multi-site architecture with disaster recovery is included.

The system is deployed with a single production environment incorporating the high availability components and interfaces presented in this system. The production environment incorporates the high availability components and reconfigured interfaces presented in this system.

The system is architected around a virtualized server configuration and supports VMware vSphere 6.5 (or later) or a Motorola-supplied hypervisor designed to meet the requirements of PremierOne. Server virtualization provides application isolation providing the ability to isolate specific services for ease of diagnostics and hardware resource management.

### 1.4.1 PremierOne High Availability Architecture

PremierOne is also architected to have no single point of failure. Its software design is redundant, as database replication occurs across multiple servers. The system is built on industry standard components from Microsoft .NET architecture using Microsoft Windows and Microsoft SQL Server and other vendors.

The combined software, hardware and IT network architecture is designed to provide an integrated high-availability system at each site. Redundant software and hardware components are the basis of the high-availability system design. Redundant network paths are used throughout the system configuration.

Multiple application servers support the application service layer and utilize load balancing to manage the load across the servers. RAID storage configurations provide redundancy and recovery within the storage components, and dual power supplies and circuits are used to ensure power redundancy.

Application, database and Application Delivery Controllers (ADC) failovers operate independent of one another within PremierOne. This means the failure of one component does not require the other components to failover.

PremierOne’s active monitoring identifies problems and failures before they occur. For example, low disk space or high processor utilization will trigger an alert to be sent, to notify the recipient of any possible problems or future failure before it affects the system. In the event of a service or component failure, PremierOne will stop using the failed service or component instance and automatically shift over to the secondary service or component instance without impacting operations.

The following depicts the fault tolerant components of the system.

**Table 1-4: Fault Tolerant Software Components**

Component
<ul style="list-style-type: none"> <li>▪ Multiple F5 ADCs to provide load balanced network traffic to the application services</li> <li>▪ PremierOne monitors active services and restarts them as necessary.</li> <li>▪ In the case of a server failure, the node is disabled transferring the load to the remaining nodes in the cluster.</li> </ul>
<p>Replicated databases on different servers. Servers are replicated in a cluster set.</p> <ul style="list-style-type: none"> <li>▪ SQL Server AlwaysOn provides redundancy and automatic failover.</li> <li>▪ In case of a database server failure, there is no user intervention required. Secondary database becomes the active database without administrator intervention and continues processing transactions within the data center.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Fault tolerant networking components throughout the entire stack, the use of Link Aggregation Groups between network nodes and multipath configuration such that no single cable, port or device can interrupt system operation.</li> </ul>

## Component

PremierOne System Manager monitoring:

- CAD application
- Records application
- Application Delivery Controller cluster
- Database status
- Disk space
- Windows Performance Counters

The backup service (backup library and backup software), the Report Data Warehouse (ad hoc reporting services), and the Test/Training environments are not designed to meet the same high availability requirements as the production application and database servers. Reporting services and test/training environment(s) are not considered critical and therefore are not redundant in the configuration.

### 1.4.2 Microsoft Active Directory Service (On-Premises)

The system provides directory services to support the secure management and operations of the system through an isolated Microsoft Active Directory (AD) environment. The servers provided with the system contain computer accounts in this AD tree. Service and Administrator user accounts and groups will be set up in the isolated Active Directory with the appropriate group memberships set.

In order to facilitate ease of user account management, the system can use the City's AD environment for authentication. Once the user account is built in the system provisioning, it can then use LDAP to query the City's environment for the account authentication. By using this configuration, the City can enforce password policy, retention, and complexity requirements across the enterprise with a user having a singular identity.

Motorola Solutions will provide a one-way forest trust from the system local domain to the City's Active Directory environment. The trust provides users with Domain Administrator privileges on the City's AD instance to access and administer the system environment while preserving authentication and logon information. Motorola Solutions recommends that this trust be non-transitive in nature. Motorola Solutions does not recommend a two-way trust, as none of the system service accounts need authentication or resources on the City's network.

The system's Active Directory schema is for servers and services. Active Directory user authentication (if desired) will be against the City's Active Directory schema.

#### 1.4.2.1 Name Resolution

The system provides host name resolution through an Active Directory Integrated Domain Name Service (DNS). In order for computers residing outside of the system's network to communicate with the system, the City must configure their DNS servers to forward their computer's name resolution requests to the system's DNS servers. This will allow devices on the City network to find systems within the system's environment.

For increased integration, the City, working with Motorola Solutions, must configure their DNS servers to allow name resolution requests from within their networks to be processed.

## 1.4.3 Common Services

Common Services provides system administrators the flexibility to manage internal services throughout the platform from a single point. The system's Common Services include GIS, System Security, Reporting, and the system tools for provisioning.

### 1.4.3.1 Geographic Information System (GIS)

Geo-spatial data is uploaded to the system through tools implemented within Esri ArcGIS. Address validation data is maintained in redundant Microsoft SQL Server geodatabases that store locations and boundaries both spatially and in optimized search tables. Esri ArcGIS Servers provide routing and ETA calculations using the Network Analyst extension. Client maps are displayed using Esri ArcGIS Engine.

- The system uses GIS for display, location validation, and unit recommendation. The system's tools made available for ArcTool box, provides the ability to load local data manually or through an automated model.
- The system's Response Boundary Data Import Tool imports and aggregates boundaries in multiple layers into a single spatial table within the geodatabase for support of multi-agency / multi-jurisdictional scenarios. GIS data is a required key component of a system deployment. GIS provides the mechanism for location validation and recommendation for response.
- A system conformant and geographically accurate GIS data is required for the proper operation of the system. It is the City's responsibility to provide a complete and accurate GIS data that conforms to the PremierOne GIS Data Requirements. Each agency being added to the system must have their geographic coverage included in the geodatabase imported into the system.
- The use of remote and/or Esri Online services is not supported. Motorola Solutions is not responsible for map availability or any degradation of client performance caused by the use of third-party hosted internet map services as these services are outside the domain of the system infrastructure and are not managed by Motorola Solutions. The system is a mission critical application that must control the import/access of the GIS data.

### 1.4.3.2 System Security

The system is deployed within its own Microsoft Active Directory (AD) domain in its own local area network. Active Directory Domain Controllers authenticate and authorize users to perform actions within the domain making sure authorized users have appropriate access to data and services. The system user provisioning environment can be set up to query your AD environment (using LDAP) allowing for a single point of user and password management across all applications.

The system network contains multiple virtual local area networks that are used to secure and segment traffic for purposes of user access as well as data storage and replication. System architecture resides behind dual redundant firewalls to protect the system network from unauthorized intrusion and security threats. These firewalls are provisioned in a high availability configuration so if either of the two fails, traffic and security will remain intact across the other.

### 1.4.3.3 Query Services

PremierOne allows users to submit requests for information to external databases. These external queries can involve local agencies, as well as state and federal agencies. External databases all have their own data formats and respond to submitted queries with one or more responses. These queries can be made available to all PremierOne applications.

PremierOne also allows the City to build queries against a local database during query provisioning. If a query is configured for submission to both a state interface and a local database, state queries will continue to be passed to the existing CommSys interface, while the local database query will run through the custom XML (in a Motorola Solutions template) provided by the City.

### 1.4.3.4 Microsoft Reporting Services

PremierOne uses Microsoft SQL Server 2019 Reporting Services (SSRS) for reporting purposes. SQL Server 2019 Reporting Services is a server-based reporting platform that is used to create and manage tabular, matrix, graphical, dashboards, and free form reports that contain data from relational and multidimensional data sources. The reports can be viewed and managed via a browser.

PremierOne also fully supports the use of Crystal Reports. The PremierOne Report Data Warehouse (RDW) contains Criminal Justice Information System (CJIS) compliant data for the purposes of report generation. The PremierOne CAD RDW is designed with views that are available for access by Crystal Reports.

## 1.5 City-Provided Workstation Specifications

Workstation specifications are representative of workstations used in the testing of the latest release of system software and do not take into account any other applications.

Future releases of the system may dictate changes to the workstation specifications. Each agency should consider their own technology replacement lifecycles and policies for specific purchase decisions.

### 1.5.1 PremierOne CAD Minimum Recommended Specifications

**Table 1-5: PremierOne CAD Workstation Minimum Recommended Specifications**

Component	Description
<b>Processor</b>	3 GHz Processor (not turbo) Intel® Core i9 Xeon® series preferred
<b>RAM Memory</b>	16 GB or more of memory, ECC preferred. (Although not needed for the PremierOne client, inclusion of additional memory (example, 16GB) in new workstation purchases is common for future capacity.)
<b>Available Disk Space</b>	20 GB available disk space; minimum 256 GB solid state drive (SSD) required for optimal performance
<b>Operating System</b>	Windows 10 Professional higher (64-bit recommended)
<b>Network Interface Card</b>	100 Mb or faster (Gigabit recommended) Ethernet network adapter ▪ Note that network latency will impact system performance.
<b>Display</b>	Three (3) – 1920 x 1080+ pixel, 16+ bit color displays, 60Hz display refresh rate
<b>Keyboard/Mouse</b>	QWERTY Keyboard with 12 Function Keys and Touchpad / Point Stick (or equivalent mouse device)
<b>Graphics Adaptor</b>	Discrete Graphics adapter with at least 512 MB RAM per monitor, 24-bit capable graphics accelerator, OpenGL v2.0 runtime or higher. Latest available drivers. Shader Model 3.0 or higher is recommended. AMD FirePro or Nvidia Quadro series.

Component	Description
<b>Network Bandwidth</b>	2 Mbps network bandwidth (to server) with 20 ms or less round-trip latency
<b>Additional Required Software Applications for PremierOne CAD</b>	Adobe PDF reader (for help files) SQL Server Express 2019 CU level supporting TLS 1.2 is required. ArcGIS Engine 10.6.1 (included with PremierOne CAD client software) Microsoft .NET Framework v4.8 and above
<b>CAD Visual Map Files Required</b>	MXD and GDB formats

## 1.5.2 PremierOne Mobile Workstation Minimum Recommended Specifications

**Table 1-6: PremierOne Mobile and Records Mobile Workstation Minimum Recommended Specifications**

Component	Description
<b>Device</b>	Modern “business grade” or “ruggedized” Windows notebook
<b>Processor</b>	Multi-core processor (i5 or higher, 4-thread, 2.6 Ghz +), Intel® Core™ or newer Intel® Series
<b>RAM Memory</b>	16 GB or more RAM (4 GB must be available for PremierOne Mobile)
<b>Available Disk Space</b>	20 GB or more available disk space; SSD (Solid State Drive) recommended
<b>Operating System</b>	Windows 10 Professional or higher (64-bit recommended)
<b>Network Interface Card</b>	Wireless communications minimum 3G network, 4G/5G network recommended
<b>Network Middleware</b>	Mobile Virtual Private Network (mVPN) with routing and IP persistence to PremierOne system network
<b>Display</b>	1024 x 768+ pixel resolution display minimum, 16+ bit color display, 11.6” or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1” WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
<b>Keyboard/Mouse</b>	Standard QWERTY Keyboard with 12 Function Keys and Touchpad / Point Stick (or equivalent mouse device)
<b>Touchscreen</b>	Optional
<b>Graphics Adaptor</b>	Discrete graphics card with at least 256 MB of RAMs
<b>Additional Required Software Applications for PremierOne Mobile</b>	Adobe PDF reader (for help files) SQL Server Express 2019 CU level supporting TLS 1.2 is required. Microsoft .NET Framework v4.8
<b>Additional Required Software Applications for PremierOne Mobile Mapping</b>	ArcGIS Engine 10.6.1 for Classic Map Microsoft Visual C++ Redistributable for Visual Studio 2017

Component	Description
<b>Mobile Symbology Map Format Required</b>	MMPK format with locator and routing features with a separate MMPK with night mode symbology, if required

### 1.5.3 TCP/IP Network and Data Center Requirements

#### 1.5.3.1 City Network Requirements

Motorola Solutions’ system requires TCP/IP protocol for connectivity. All servers and workstations will connect to the City’s existing network. The City will provide access to facilities and a dedicated resource knowledgeable on the City’s WAN/LAN. The City will supply IP addresses and a mechanism for maintaining IP persistence. Desktop, Mobile, and Handheld clients require a persistent IP address from the time the application is opened to the time the application is closed.

Motorola Solutions’ delivery model is reliant upon our ability to perform some tasks remotely, which requires secure, remote broadband access for remote deployment, monitoring and support of the system. City-provided high-speed internet access with a minimum bandwidth of 10 Mbps is required at the time of project kickoff and must remain available to Motorola Solutions throughout warranty and support periods to accommodate remote support of the system. In the event that dedicated links are required, a minimum of 7.5 Mbps upload and download access is required. It is the City’s responsibility to ensure that the aforementioned capacity is available. In the event remote broadband access is not available to Motorola Solutions, preventing us from delivering the contracted service remotely, Motorola Solutions will provide service on-site at additional cost. The additional cost will be presented to the City via the change provision of the contract prior to the delivery of the on-site service.

#### 1.5.3.2 PremierOne System CAD Client Network Requirements

The system is dependent on the City’s LAN for client workstation performance. The estimated network requirement per CAD client with typical usage is 0.8 Mbps – 1.2 Mbps. The recommended built-to bandwidth is 2 Mbps per workstation. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and greater data intensive operations such as complex map annotation sets and map manipulation if the data resides on the server. The bandwidth recommendations account for the operation of the LAN client to “not exceed the values” with the map data being stored locally on the client workstation. Additional bandwidth will be required for the transfer of large multimedia files, premises hazard data files and other large attachments.

Network latency plays a key role in the responsiveness of CAD client operations. The system is designed for optimal use on a local network environment where latency is very low. It is important that efforts be made to provide the lowest latency possible between the system CAD servers and each CAD client. PremierOne requires latency of no greater than 20ms round-trip from the client to the servers and back.

#### 1.5.3.3 PremierOne CAD Mobile Client Network Requirements

Both CAD Mobile and Records Mobile’s functionality is designed for 3G and 4G/5G networks. 3G network connectivity is required but 4G/5G connectivity is highly recommended.

The City will need to provide 3G/4G wireless network infrastructure and connectivity with routing between the Mobile clients and both the primary and, as applicable, at secondary disaster recovery site. Mobile workstations require a persistent IP address from the time the application is opened to the time the application is closed. A persistent IP address can be accommodated in many ways including static IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadiolIP and NetMotion. The City will need to supply IP addresses for Mobile clients.

## 1.6 CJIS and Compliance

At Motorola Solutions we believe compliance is a team effort. As our customers' partner in compliance, we are committed to employing privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an architecture (both Azure and on premises) designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

System services are designed to use FIPS certified technologies to protect data at rest and in transit. PremierOne services utilize FIPS compliant Transport Layer Security (TLS) 1.2 protocol with AES 256-bit message encryption to establish secure communication with PremierOne CADRecords and CADRecords Mobile Clients.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports are available. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) have been completed. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations have been completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers' through administering and coordinating CJIS compliant personnel credentialing, providing documentation assistance in connection with CJIS audits and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

Section 2

# Attachment A

## 2.1 PremierOne System Interfaces

The following table lists the PremierOne System Interface included in this offering. Interface Functional Descriptions are included to describe the purpose of the Interface, supported use cases, technical requirements and applicable data elements or dependencies. Any changes or deviations from the Interface Functional Description will result in a Change Order for additional scope and may require additional development effort and costs.

Interface Name	Interface Description	DR Y/N?
<b>State Query Interface</b>	The CommSys - State and NCIC Query Interface ("Interface") allows the PremierOne Suite users to submit transactions to State and Federal systems, via the State Message Switch.	No
<b>e911 ANI ALI and TDD Incident Creation Inbound Interface</b>	The e911 Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and Telecommunications Device for the Deaf (TDD) Inbound Interface ("Interface") accepts ANI ALI and TDD data from the phone vendor and passes it to an incident in PremierOne CAD.	No
<b>External Query</b>	The External Query Outbound Interface ("Interface") allows PremierOne users to submit transactions to the vendor managed ("3rd Party") system.	No

## 2.2 Functional Description: CommSys - State and NCIC Query Interface

### 2.2.1 Interface Functional Description

The CommSys - State and NCIC Query Interface ("Interface") allows the PremierOne Suite users to submit transactions to State and Federal systems, via the State Message Switch. These transactions are most typically ones that perform inquiries, although transactions that enter, modify, locate, and clear

information are also possible. The State Message Switch provides links to State systems like Department of Motor Vehicles (DMV) and national law enforcement systems like National Crime Information Center (NCIC).

Query requests can be made on PremierOne CAD or Mobile clients. The PremierOne Suite Query Service processes the request and determines which data source(s) can fulfill the request. This information is then passed to the PremierOne Suite Interface component, which translates the request to XML messages and passes it on to CommSys ConnectCIC. ConnectCIC handles the State connection and translates the messages to the query strings required by the State. The State Message Switch forwards the request to the appropriate system.

When a response is received, ConnectCIC parses and returns the response to the PremierOne Suite Interface component as an XML message. The Interface parses the response and forwards it to PremierOne Suite Messaging Service, which handles the routing of the query response to the requestor. User access to the query forms is managed by the user roles provisioned in the PremierOne Suite.

## 2.2.2 Supported Use Cases

- An authorized PremierOne Suite user can select a query type, enter the required query parameters and submit the query using a Query Request form and get a response back to PremierOne CAD
  - Query responses are displayed in the Query Responses tab of the query window. They may also be displayed in a dedicated window outside of the main CAD client window.
    - § Query Request forms are built upon the underlying data supplied by the External System. A form could use one or more underlying data sources
    - § Thus, query responses from a particular form could be from multiple data sources
  - Query Responses can be formatted for Workstations and Mobile clients
  - Query formatting is done using Extensible Stylesheet Language Transformations (XSLT) and the result is displayed using Hypertext Markup Language (HTML)
    - The HTML transformation provides an enhanced level of formatting beyond the raw text that is returned in the query responses
    - The enhanced formatting can be helpful to call out specific data elements, or display images if they are included in the response from the External System
  - In most States, the query response sent back from the State Message Switch is a block of text
  - This text will be displayed to the user
  - Certain responses may be parsed, by ConnectCIC, which involves examining the response and determining where certain key data such as names, addresses, and license status are placed
    - § This structured response is available as discrete values to PremierOne Suite

§ This can be used to provide a visually formatted response that emphasizes key information

- A structured response may also be used to populate the person or vehicle information in an incident, without requiring the retyping of the information from a response
  - The user may run a query on a driver using their operator license number, and then use this feature to populate the person form with the person’s details from the query response
  - Cascading and drill-down queries can be provisioned by using details from the structured query response as input to subsequent queries
  - Cascading queries run automatically using these results and a drill-down query is run when the user clicks on the hyperlink on the response form
- PremierOne Suite administrator may also create a command line version of a query form. This use case allows users to quickly submit frequently used queries
  - The administrator may also configure the system so queries can be submitted using person and vehicle information entered in an incident

### 2.2.3 Specific Technical Requirements

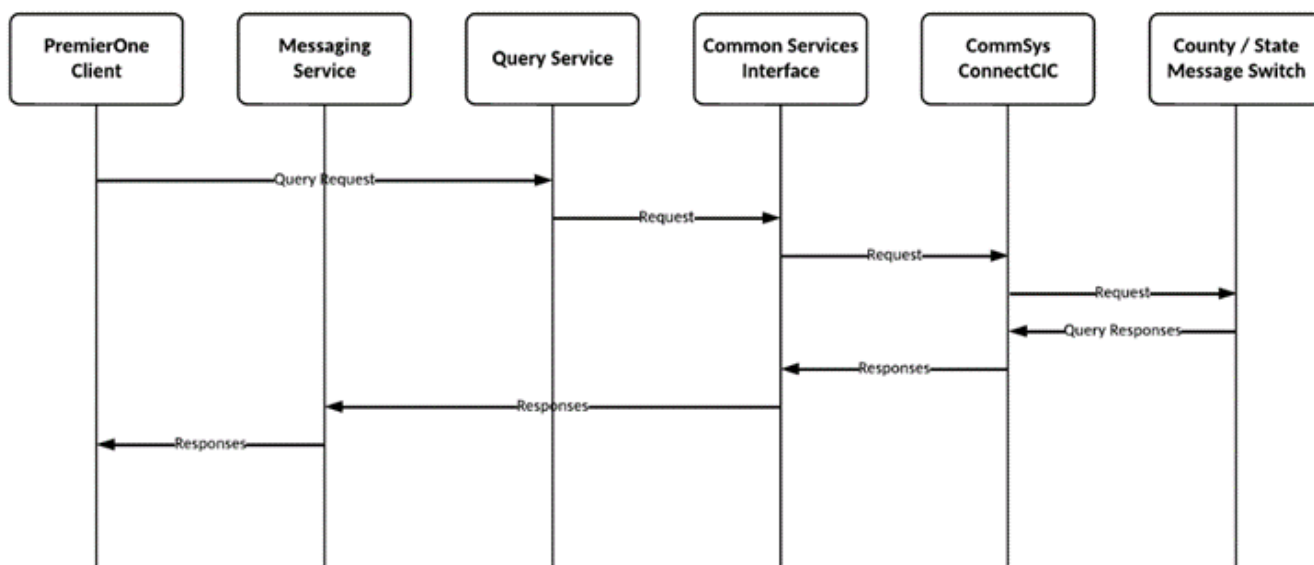
Target System Version	Target System Connection Protocol	Send Only	Receive Only	Bidirectional	Acknowledge Received / Send
Latest Version of ConnectCIC for the region (State/County)	TCP			Query	

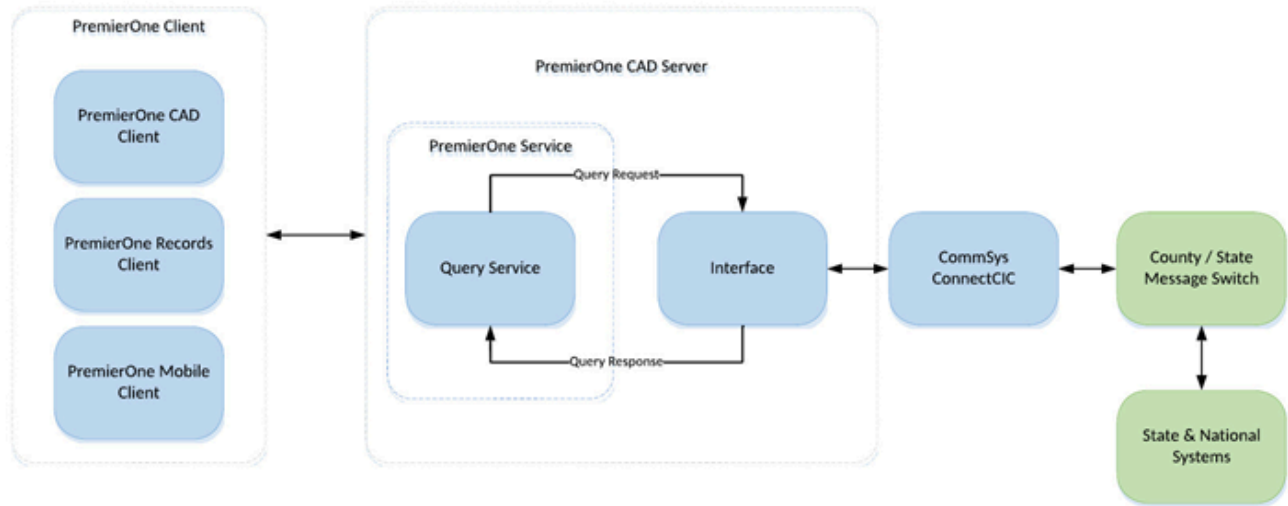
- Connectivity needs to be established between PremierOne Suite and the State Message Switch, over the Customer Enterprise Network, using TCP protocol. The connection needs to meet the State’s security requirements
  - PremierOne Suite exceptions are logged in both the Windows Event Log on the application server and the PremierOne Suite database
  - CommSys ConnectCIC logs query errors and parsing issues to the ConnectCIC log file on the PremierOne Suite application server
  - User access to the query types are managed by user roles in PremierOne CAD Provisioning. Permission has to be granted for each query type. Once the query types are provisioned, the City will need to amend the Role provisioning as required
- Query fields may be pre-populated to default values where appropriate (e.g., "VA" for State)
  - Users need to be certified according to the State requirements and have a valid user account to access the State system. Devices used to submit queries must also meet the State security requirements
  - The query response is dependent on the State connection and response time of the data sources. Query response is displayed as it is received from the external data source
  - City is responsible for contacting Motorola Solutions when changes occur in the Interface or City Enterprise Network, which might affect the Interface

- City is responsible for maintaining user credentials, ORIs and Mnemonics as required by the State.
- City is responsible for contacting Motorola Solutions when State changes the parameters or the response formats of the queries
- Query types will be possible for each of the VCIN queries supported by ConnectCIC
- In addition to running a query from a query form, Motorola Solutions allows a query to be run from the CAD command line. This allows a user to run a vehicle query by entering a command such as "VEHQ.FPX302.VA.PC" rather than displaying a form and then entering the license plate and state
- PremierOne Suite may be provisioned to run a query type using the information for a person or vehicle that has been attached to an incident. The query may be run automatically whenever a person or vehicle is entered, or when the user requests the query type be submitted

## 2.2.4 Interface Diagrams

The following diagrams represent the data flow between various applications and phases of the interface design flow





## 2.2.5 Query Forms and Supported Data Elements

### Forms Included in Interface (Query)

- Article Query (QA)
- State Driver License Query by Year of Birth (QDP)
- Gun Query (QG)
- Query Criminal History Record (QR)
- State Vehicle Registration Query By Name (QVN/RNQ for NLETS)
- Wanted Person Query (QW)
- Boat Registration Query (BQ/QVB/QB)
- State Driver License Query by Year of Birth (QDP)
- Query Criminal History Index (QH)
- Driver History Record Query (QT/KQ)
- Vehicle Registration Query (QV/RQ for NLETS)

#### 2.2.5.1 QA – Article Query Parameters

Field	Length	Type
ArticleSerialNumber	20	Alphanumeric
ArticleTypeCode	7	Alphanumeric
ImageIndicator	1	Alphabetic

#### 2.2.5.2 QDP – State Driver License Query by Year of Birth Parameters

Field	Length	Type
BirthYear	4	Year
Name	30	Alphanumeric
PurposeCode	1	Alphabetic
SexCode	1	Alphabetic

### 2.2.5.3 QG – Gun Query Parameters

Field	Length	Type
GunCaliber	4	Alphanumeric
GunMake	3	Alphanumeric
GunModel	11	Alphanumeric
GunSerialNumber	11	Alphanumeric
ImageIndicator	1	Alphabetic
NCICNumber	10	Alphanumeric
RelatedHitSearchIndicator	1	Alphabetic

### 2.2.5.4 QR – Criminal History Record Query Parameters

Field	Length	Type
Address	30	Alphanumeric
Attention	30	Alphanumeric
Building	30	Alphanumeric
CityAndState	30	Alphanumeric
DepartmentName	30	Alphanumeric
FBINumber	9	Alphanumeric
PurposeCode	1	Alphabetic
StateIDNumber	10	Alphanumeric
VirginiaCriminalHistoryOnlyIndicator	1	Alphabetic
ZipCode	9	Numeric

### 2.2.5.5 QVN / RNQ – Vehicle Registration Query by Name Parameters

Field	Length	Type
Age	2	Numeric
Name	30	Name (First, Middle, Last, Suffix)
BirthDate	8	Date
SocialSecurityNumber	9	Numeric
State	2	Alphanumeric
State2	2	Alphanumeric
State3	2	Alphanumeric
State4	2	Alphanumeric

Field	Length	Type
State5	2	Alphanumeric
VehicleTitleNumber	10	Numeric
OperatorLicenseNumber	20	Alphanumeric
PurposeCode	1	Alphanumeric

### 2.2.5.6 QW – Wanted Person Query Parameters

Field	Length	Type
Birth Date	8	Date
ExpandedBirthDateSearchCode	1	Numeric
ExpandedNameSearchCode	1	Alphabetic
FBINumber	9	Alphanumeric
ImageIndicator	1	Alphabetic
MessageKey	2	Alphabetic
MiscellaneousNumber	15	Alphanumeric
Name	30	Name
NCICNumber	10	Alphanumeric
OperatorLicenseNumber	20	Alphanumeric
OriginatingAgencyCaseNumber	20	Alphanumeric
RaceCode	1	Alphabetic
RelatedHitSearchIndicator	1	Alphabetic
SexCode	1	Alphabetic
SocialSecurityNumber	9	Numeric
VCINNumber	9	Alphanumeric

### 2.2.5.7 BQ / QVB / QB – Boat Registration Query

Field	Length	Type
BoatHullIdNumber	20	Alphanumeric
ImageIndicator	1	Alphabetic
RegistrationNumber	11	Alphanumeric
State	2	State

### 2.2.5.8 QD / DQ / QWA – State Drivers License Query Parameters

Field	Length	Type
Name	30	Name
BirthDate	8	Date
SexCode	1	Alphabetic
PurposeCode	1	Alphanumeric
BadgeNumber	4	Alphanumeric
CommonwealthAttorneyIndicator	1	Alphanumeric
CountyCityOfJurisdictionCode	3	Alphanumeric
ImageIndicator	1	Alphabetic
State	2	State
RaceCode	1	Alphabetic
OperatorLicenseNumber	20	Alphanumeric

### 2.2.5.9 QH – Criminal History Existence Query Parameters

Field	Length	Type
Attention	30	Alphanumeric
BirthDate	8	Date
FBINumber	9	Alphanumeric
Name	30	Name
PurposeCode	1	Alphabetic
RaceCode	1	Alphabetic
SexCode	1	Alphabetic
SocialSecurityNumber	9	Numeric
VirginiaCriminalHistoryOnlyIndicator	1	Alphabetic

### 2.2.5.10 QT / KQ – Drivers History Record Query Parameters

Field	Length	Type
Attention	30	Alphanumeric
BirthDate	8	Date
Name	30	Name
OperatorLicenseNumber	20	Alphanumeric
PurposeCode	1	Alphabetic
Requester	20	Alphanumeric
SexCode	1	Alphabetic
SocialSecurityNumber	9	Numeric
State	2	State

### 2.2.5.11 RQ / QV – Vehicle Registration Query Parameters

Field	Length	Type
LicensePlateNumber	10	Alphanumeric
LicensePlateTypeCode (Default to "PC")	2	LicensePlateType
LicensePlateYear	4	LicensePlateYear
State	2	State
State2	2	State
State3	2	State
State4	2	State
State5	2	State
VehicleIdentificationNumber	20	Alphanumeric
VehicleMakeCode	4	Alphanumeric
VehicleYear	4	Year
PurposeCode	1	Alphabetic

## 2.3 Functional Description: e911 ANI ALI and TDD Inbound Interface

### 2.3.1 Functional Description

The e911 Automatic Number Identification (ANI) and Automatic Location Identification (ALI) and Telecommunications Device for the Deaf (TDD) Inbound Interface ("Interface") accepts ANI ALI and TDD data from the phone vendor and passes it to an incident in PremierOne CAD. This Interface enables Call Takers to have the essential data to initiate a call for service in the CAD System. When the call is picked up by a Call Taker, the call handling system determines the call position and routes the relevant and parsed data from the Interface to the associated CAD Workstation. The call data is then displayed in the II form.

If the E911 telephone system supports the Telecommunications Device for the Deaf (TDD) over the ANI/ALI Interface, the CAD System can associate the transcripts of the conversation with an incident. This occurs when the call is disconnected from the phone system. The interaction between the call taker and the caller occurs on the phone system. The phone system will be used to view whatever the caller is saying and to type responses. Upon the phone system sending a disconnect message to CAD, the CAD System prompts the call taker to enter an incident number to which to attach the TDD conversation. When the phone system receives a request for a TDD call/session, the method of interacting with the TDD caller will vary according to vendor brand phone system, but in no case does this interaction occur on the CAD System.

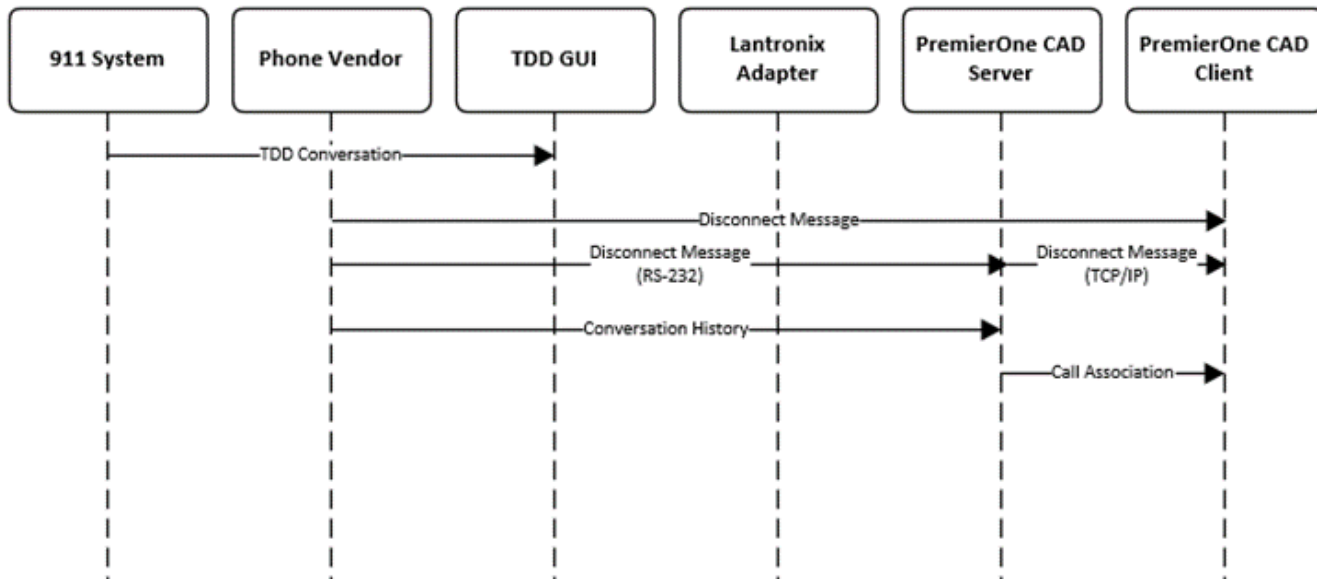
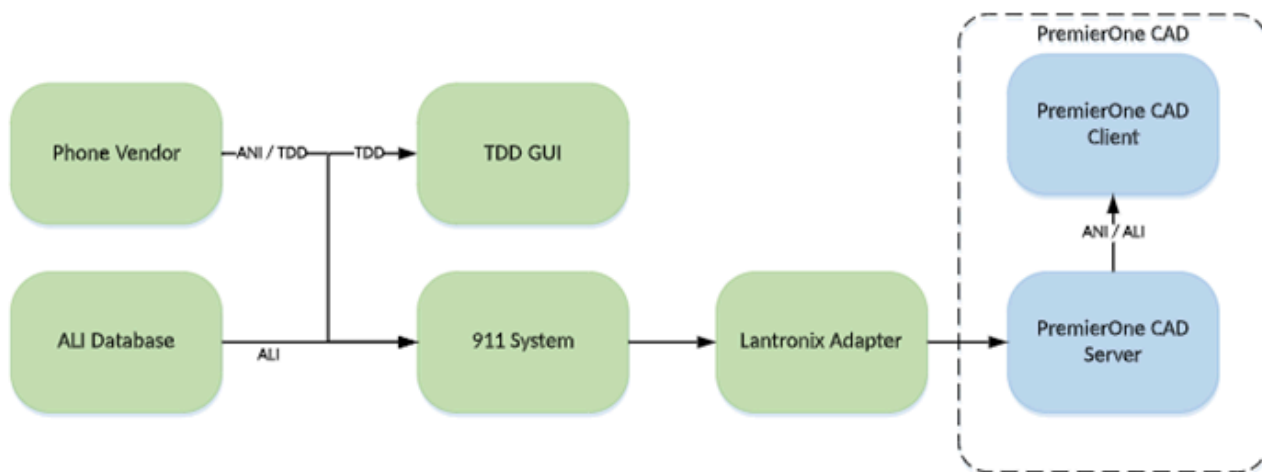
### 2.3.2 Supported Use Cases

- A 911 call is answered, the ANI/ALI information is passed to the CAD system and to the CAD position assigned to the call taker to automatically populate the Incident Initiation form
- CAD user can request a manual refresh using shortcut keys (e.g. Shift + F11) to populate the Incident Initiation form with ANI/ALI data
- The Interface supports Phase 0, Phase I, and Phase II class of service types.
- The CAD system can place ALI data in a CAD Incident Queue, when a user is working on an active incident
- The CAD system can process a re-bid request for wireless call
- CAD user can associate a TDD conversation to an incident
- CAD user can view the TDD conversation of an incident
- If ALI data is not available for a call, the CAD system will display one of the following messages in the ALI data field:
  - No communication with the database
  - No information available
  - ALI receive error, press RTX
  - Conversion NPA-NPD error

### 2.3.3 Specific Technical Requirements/Information

Target System Version	Target System Connection Protocol	Send Only	Receive Only	Bidirectional	Acknowledge Received / Send
NA	Serialized		X		

### 2.3.4 Interface Diagrams



## 2.3.5 Supported Data Elements and Data Mapping Table

ANI/ALI Data	General Tab in Incident Initiation Form	Subject Tab in Incident Initiation Form	Description
Type of Service	Services	Service	Phase 0, Phase 1, Phase II (see below for full list)
Street Address	Location - Location Caller – Address	Address	For landline calls, it is the caller address received For wireless calls, CAD locates the nearest address for the coordinates received within the search radius and displays the approximate location (prefixed with APPROX LOC) Subject tab is not automatically populated for wireless calls.
City	Location - City Caller – City	City	City field in the Subject tab is not automatically populated for wireless calls.
Location Information - Location	Location - Loc Name	N/A	Landline Location Information (e.g. Business Name). Also placed in the Caller First Name field.
Caller Name	Caller - First, Middle, Last	First, Middle, Last ANI/ALI Data - Name	For residential and VoIP calls, Name is expected to be in the LAST, FIRST MIDDLE format. For other landline calls, the Location Information (e.g. Business Name) might be placed in the Caller First Name field in the General tab Subject tab is not automatically populated for wireless calls.
Caller Phone	Caller – Phone	Phone ANI/ALI Data - Phone	Phone number.
Class of Service	Caller – Service	ANI/ALI Data – Service	Class of Service – i.e. residential, business, wireless phase 1, wireless phase 2, etc.
ESN	Caller – ESN	ANI/ALI Data – ESN	Emergency Service Number.
Mobile Carrier	N/A	ANI/ALI Data - Carrier	Wireless only.
Latitude and Longitude	Location – Description	ANI/ALI Data - Lat/Lon	Wireless only.
Mobile Cell Site	N/A	ANI/ALI Data - Cell Site	Wireless only.
Mobile Uncertainty Factor	N/A	ANI/ALI Data - Uncert Factor	Wireless Phase II only.

ANI/ALI Data	General Tab in Incident Initiation Form	Subject Tab in Incident Initiation Form	Description
Mobile Confidence Factor	N/A	ANI/ALI Data - Confid Factor	Wireless Phase II only.

### 2.3.6 Classes of Service Types

- MOBL
  - CELL
  - WRLS
  - WPH1
  - WPH2
  - W911
- RESD
- BUSN
  - COIN
  - PAY\$
  - ELEV
  - PBX
  - POOL
  - VOIP
  - TLMA
  - BSNX
  - PBXR
  - PBXB
  - CNTX
  - RESX

## 2.4 Functional Description: External Query Suite Interface

### 2.4.1 Functional Description

The External Query Outbound Interface ("Interface") allows PremierOne users to submit transactions to the vendor managed ("3rd Party") system. These transactions are most typically inquiries. The Interface implementation is limited to Persons, Vehicles, and law enforcement incident related locations query types. All queries will be handled internally using extensible markup language (XML) format and then adjusted to structured query language (SQL) when connecting with a SQL client. The response format from the 3rd Party application to the Interface will be changed from SQL to XML as well for internal processing.

Query requests made on PremierOne CAD or Mobile clients are routed to one of the PremierOne application servers. The PremierOne Query Service processes the request and determines which data source(s) can fulfill the request. This information is passed to the Interface which translates the request to a query string and handles the connection to the data source. When an unstructured response is received, the Interface parses the response and forwards it to PremierOne Messaging Service, which handles the routing of the query response to the requestor. The Interface will manage the outbound query request data transformation and exchange process. The same query forms are available throughout the PremierOne Suite. PremierOne administrator may also create a command line version of a query form and this allows users to quickly submit frequently used queries. The PremierOne CAD administrator may also configure the system so queries can be submitted using person and vehicle information entered in an incident.

Query Responses can be formatted for Workstations and Mobile clients. Query formatting is done using Extensible Stylesheet Language Transformations (XSLT) and the result is displayed using Hypertext Markup Language (HTML). The HTML transformation provides an enhanced level of formatting beyond the raw text that is returned in the query responses. The enhanced formatting can be helpful to call out specific data elements, or display images if they are included in the response from the 3rd Party system.

The below described Query Type, Parameters, Field Types, and Query Responses represent the supported data scope of this interface design. Changes to the interface design would create a custom design and require time and material costs as well as a change order to the customer agreement or contract.

### 2.4.2 Supported Use Case

- UC01 - PremierOne user can select a query type, enter the required query parameters and submit the query using a Query Request form and the query responses are displayed in the Query Responses tab of the query window
  - The query result may also be displayed in a dedicated window outside of the main CAD client window

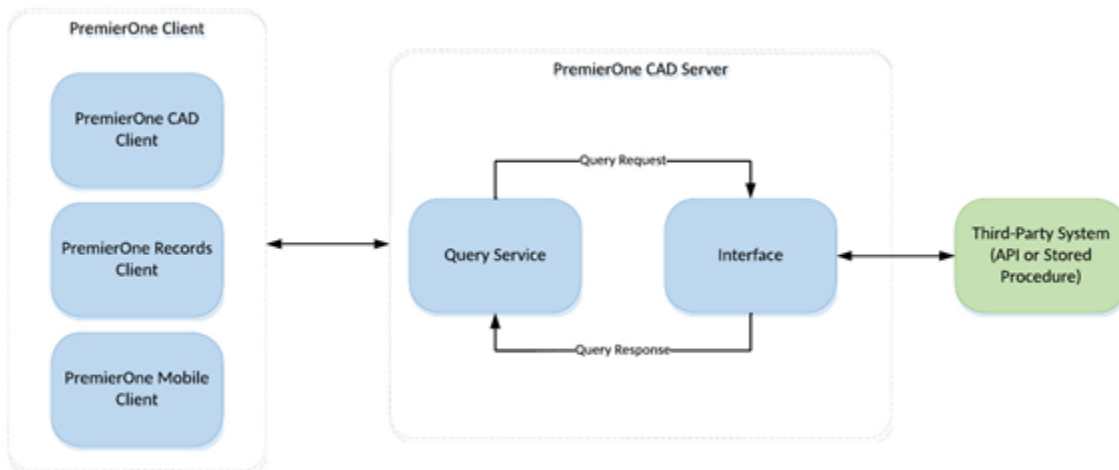
### 2.4.3 Specific Technical Requirements

Target System Version	Target System Connection Protocol	Send Only	Receive Only	Bidirectional	Acknowledge Received / Send
NA	SQL			Query	

Note - Any other type of connection to the 3rd party system (e.g. SOAP/REST Web Service API or SFTP) or file format (e.g. JSON, CSV, space delimited flat file) is not supported for this standard interface. If integration with a 3rd party API or a different file format is required, a custom interface will be needed instead.

- Error logging will be performed using Interface application logging and through Windows Event Viewer on the PremierOne Application Environment
- Connectivity needs to be established between the PremierOne CAD interface and the 3rd Party data system
- Exceptions are logged by the on premises Event Viewer Program from the interface\The interface will send incidents, incident unit and narrative data in one payload.
- All data will be provided as specified below. No table lookups, format conversions, additions, omissions, etc. will be performed.

### 2.4.4 Interface Diagram



## 2.4.5 Interface Assumptions

- User access to the query forms is managed by the user roles provisioned in the PremierOne Suite
- The query forms will be configured for customer use through the PremierOne CAD Provisioning application
- Query Request forms are built upon the underlying data as supported by current 3rd party API documentation for their specific system
  - For the purpose of this implementation, only commonly available data for persons, vehicle, and law enforcement related incident locations will return

## 2.4.6 Motorola Responsibilities

- Test and Deploy the Interface as designed
- Provision query forms in the PremierOne CAD Provisioning application
- Demonstrate functionality of the Interface according to the documented use cases

## 2.4.7 Customer Responsibilities

- Provide access and support for all needed network and 3rd party API authentication and encryption requirements
- Provide access to the customer enterprise network for deployment, testing, and demonstration of the Interface
- Attend demonstration of the Interface

## 2.4.8 Supported Interface Person Query Parameters, and Query Results

### 2.4.8.1 Person/Business Query – Search for Person or Business

- Input - via operator-entered field values (elements entered by the operator to search for a Person/Business)
  - Name\_Last
  - Name\_First
  - Name\_Middle
  - Business\_Name
  - Date\_Born
  - Phone1
  - Phone2
  - Cell\_Phone
  - Driver\_License\_Number
- Response – Person/Business List Response (elements required in the list of “hits” to allow the operator to determine for which Person/Business s/he wants more details)
  - Name\_Middle
  - Name\_Suffix
  - Business\_Name
  - Name\_Moniker
  - Date\_Born
  - Alias
  - Sex
  - Image

### 2.4.8.2 Location Query

- Input - via operator-entered field values (elements entered by the operator to search for a Location)
  - Block (house number)
  - Street\_Name
  - Apartment
  - City
  - State
  - Zip
  
- Response -- Location List Response (elements required in the list of "hits" to allow the operator to determine for which Location s/he wants more details)
  - Master\_Address\_Link
  - Block
  - Street\_Name
  - Apartment
  - City
  - State
  - Zip

### 2.4.8.3 Vehicle Query

- Input - via operator-entered field values (elements entered by the operator to search for a Vehicle)
  - Plate.Number
  - Make
  - Model
  - Color
  - VIN
  
- Response -- Vehicle List Response (Elements required in the list of "hits" to allow the operator to determine for which vehicle s/he wants more details)
  - Plate\_Number
  - Make
  - Model
  - Color
  - VIN
  - Year
  - Name\_First
  - Name\_Last
  - Name\_Middle
  - Name\_Suffix
  - Date\_Born
  - Address
  - Apartment
  - City
  - State
  - Zip
  - Business\_Name

## Section 3

# PremierOne Statement of Work

## 3.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer. When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and Jacksonville Beach (hereinafter “Customer”) and will be addressed in accordance with the change provisions of the Agreement. Such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and Customer pursuant to the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

### PremierOne CAD Implementation Assumptions

The following assumptions apply to the implementation of the City of Jacksonville Beach as an add-on agency to the to the City of Jacksonville’s (“System Owner”) existing PremierOne CAD and Mobile system:

- Jacksonville Beach will work with Jacksonville to execute any necessary inter-agency agreements or memorandums of understanding. Such agreement will include agreement to establishing interfaces, GIS administration and ad-hoc reporting.

- System provisioning choices will not conflict with the System Owner's existing business processes. System configuration options and parameters may be limited by Jacksonville. Jacksonville Beach will communicate with Jacksonville in making any and all configuration decisions prior to implementing such decisions. In the event of any conflicts, Jacksonville Beach and Jacksonville will work together to resolve any conflict. Motorola shall not be involved in resolving any conflicts.
- The work described herein will be performed jointly for Jacksonville Beach and at least one other add-on agency. Both/all agencies will participate jointly in these activities.
- Motorola will conduct a teleconference with Jacksonville Beach and Jacksonville to discuss the GIS requirements, i.e. agency and response boundaries. Jacksonville is responsible for coordinating and managing all geofile modifications necessary to accommodate the service boundaries required by Jacksonville Beach.
- The software client version and the CAD User Interface (UI) will be the same versions as those provided to and in use at Jacksonville. The software application is COTS and no customizations are included in this proposal.
- All changes in scope to this project will be made in accordance with the change-order provision of the contract and all changes will be by mutual agreement of all parties.
- CAD Acceptance testing falls under the purview of the contract between Motorola and Jacksonville.
- This scope doesn't address PremierOne Mobile provisioning activities. Mobile provisioning parameters will be duplicated from Jacksonville's.

## 3.2 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and Customer.

Following the conclusion of the Project Planning Session, Motorola's Project Manager (PM) will conduct twice monthly, one-hour remote status meetings with your PM for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola PM will prepare and submit monthly status reports, providing a summary of the activities completed in the month, activities planned for the following month, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If you would like a different teleconference tool, you may provide a mutually agreeable alternate tool at your expense.

## 3.3 CJIS Information

For all employees having unescorted physical or logical access to unencrypted NCIC/III or CHRI data or who manage, operate, develop, access, and maintain criminal justice information systems containing unencrypted NCIC/III or CHRI data, Motorola, upon request, will provide state of residency verification and will obtain Applicant Fingerprint Cards and submit them to you for conducting a criminal background investigation, unless the Agency requires a different procedure, prior to such employee accessing the information system or arriving on customer premises if unescorted access is required. If you require current Fingerprint Cards, Motorola employees will provide them.

## 3.4 Project Terms

The following project management terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Project Schedule** means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of you and Motorola.

**Project Management Plan** is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan and provides the criteria for managing those tasks within the project.

## 3.5 Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur per the project schedule, enabling Motorola to complete its tasks without delay; Motorola is not responsible for any project delays due to incomplete Customer tasks.

You will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms and conditions of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms and conditions of the Agreement unless otherwise stated in this Statement of Work.

## 3.6 Project Roles and Responsibilities Overview

### 3.6.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola PM. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the PM.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations and is reliant upon collaboration and a working partnership with our customers to enable success. Motorola will provide the expert knowledge around our solutions and industry best practices enabling our resources to guide your actions throughout the

delivery process. Our guidance coupled with your knowledge of your business, processes, resources, and operating environment make a successful partnership.

Our experience has shown that customers who assume ownership of the system early on and take an active role in delivery and training activities realize quicker user adoption and higher levels of success with system operation.

### 3.6.1.1 Motorola's Project Manager

A Motorola PM will be assigned as the principal business representative and point of contact for the organization. The PM's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with Customer.
- Identify and manage project risks.
- Collaborate with Customer to coordinate resources and minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

### 3.6.1.2 Application Specialist

The Motorola Application Specialist will work with your project team on system provisioning. The Application Specialist's responsibilities include the following:

- Provide provisioning training and guidance to set up, operate, and maintain the system.
- Provide product training as defined by this SOW and described in the Training Plan.

### 3.6.1.3 GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

- Perform the GIS analysis on Customer-supplied GIS source data.
- Provide the results of the GIS analysis based on the requirements of the Motorola GIS Data Requirements document to include:
  - Geocoding Data.
  - Centerlines to support Routing.
  - Response Area Polygons.
- Offer consultation services for the conversion of Customer GIS source data for Motorola use.

- Provide instruction on the use of GIS as it pertains to the Motorola system.

### 3.6.1.4 Solution Architect

The Solution Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements meet contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

## 3.6.2 Customer Core Team, Project Roles and Responsibilities

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this SOW. During the Project Planning phase Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on Customer's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### 3.6.2.1 Project Manager

The Customer Project Manager (PM) will act as the primary point of contact for the duration of the project. The PM is responsible for management of any third-party vendors that are Customer's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single customer-assigned PM (the primary PM). The PM's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola PM.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola PM.
- Review the Project Schedule with the Motorola PM and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.

- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for PremierOne and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

### 3.6.2.2 Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with the BPR and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members will be experienced users in the working area(s) they represent (dispatch, patrol, etc.), possess a working knowledge of the day-to-day operation, understand agency protocols as well as agency field use procedures, have the ability to gather the data needed from the legacy system, and will be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

### 3.6.2.3 Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They are your training monitors and will act as course facilitators. They will be responsible for the development of agency specific training material aside from the Motorola provided documentation. This role will serve as the first line of support during Go Live for Customer's end users.

### 3.6.2.4 User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of

Customer. Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer's responsibilities.

### 3.6.3 General Customer and System Owner Responsibilities

In addition to responsibilities stated elsewhere in this SOW, Customer and/or System Owner are responsible for:

- All customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems Customer operates that will be interfaced to as part of this project. For those third-party systems, Customer is responsible for establishing Application Programming Interface(s) (API) and providing documentation that details the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer's third-party upgrades in this proposal.
- Mitigate the impact to third-party systems to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS data. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions, as defined in the Education Plan.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, customer- provided alternate remote conferencing solution.

## 3.7 Project Planning

A clear understanding of the needs and expectations of both Motorola and Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation. Examples of information gathered include the Business Process Review Agency

Pre-Kickoff Survey (a Google survey that is sent to you to collect agency-specific information, such as dispatch logistics, communication center information, operational process, and workflow). These documents are collated into a single Team Project Sync (TPS) packet that will be delivered by the Motorola PM prior to the start of the Project Planning Session.

### 3.7.1 Project Planning Session - Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PMs to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high level review of the following project elements:
  - The Agreement documents.
  - A summary of the contracted applications, query(ies) and interface(s), and bill of materials.
  - Project delivery requirements as described in this SOW.
  - Which tasks will be conducted by on-site Motorola resources as well as the activities when the Motorola PM will be on-site.
  - Customer involvement in provisioning to confirm understanding of the scope and required time commitments.
  - The high level Project Schedule milestones and dates
  - The Project Management Plan structure.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors.
- Review CommandCentral Admin and Learning eXperience Portal (LXP) roles in the Project Plan and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review the Team Project Sync (TPS) packet. The information in this packet is used to prepare for the Project Kickoff Meeting and BPR.
- Review Software System completion criteria and the process for transitioning to support.

Note - Completing the TPS is a critical Project Task. Delayed, incomplete, or inaccurate information or lack of participation will have a significant impact on the Project Schedule.

#### 3.7.1.1 Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment and attendance of Customer Core Team and any additional resources instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan.
- Confirm Customer receipt of the TPS packet and GIS Build Requirements Document.

- Conduct a review of the Project Management Plan.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on customer-provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish Customer in the Motorola LXP.
- Establish Customer within the CommandCentral cloud platform, enabling CommandCentral as outlined in the System Description.
- Provide Customer with a web link (URL) to the CommandCentral Admin portal.
- Provide link or path to downloadable apps (as defined in System Description) on Google Play Store or Apple App Store.

### 3.7.1.2 Customer Responsibilities

- Confirm with Motorola, Customer GIS Administrator reviews the GIS Build Requirements Document.
- Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
- Identify Customer Core Team and any additional resources that are instrumental in the project's success, as needed.
- Provide Core Team with TPS; return the completed TPS to Motorola no later than ten business days before start of Project Kickoff Meeting.
- Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
- Provide approval to proceed with the Project Kickoff meeting.
- Provide LXP and CommandCentral user information: first name, last name, unique email address, and role.
- Verify Customer Administrator(s) have access to the LXP and CommandCentral Admin portal
- Review and complete the Business Process Review Agency Pre-Kickoff Survey within ten business days of the Project Planning Session to avoid impact on the Project Schedule.

### 3.7.1.3 Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.
- TPS packet.

## 3.8 Kickoff and Discovery

### 3.8.1 Project Kickoff Meeting

The purpose of the Project Kickoff Meeting is to introduce project participants and review the scope of the project. The Project Kickoff event consists of various branched activities such as the BPR, the Site Survey, and Interface Planning session (which commence following the general kickoff meeting, while Motorola resources are still on-site), Reporting Overview teleconference, the GIS Discovery Session,

and CommandCentral Overview teleconferences. Availability of Customer Core Team and relevant resources to participate in each activity is critical to the project success.

### 3.8.1.1 Motorola Responsibilities

- Schedule and facilitate the Project Kickoff Meeting to clarify roles and responsibilities, establish team-working relationships, and initiate project tasks.
- The Motorola PM, lead Application Specialist, and lead Solutions Architect travel to Customer site. Other Motorola project team resources may attend remotely.
- Present a high-level overview of project scope.
- Review the delivery schedule and associated requirements.
- Confirm Customer access to the LXP.
- Confirm Customer is established in CommandCentral Admin portal.

### 3.8.1.2 Customer Responsibilities

- Provide a meeting space equipped with remote conferencing capability, enabling remote Motorola project team members to participate.
- Identify and ensure participation of Customer Core Team and other key team members in kickoff and project initiation activities.
- Provide input to the delivery schedule.
- Confirm access to the LXP.
- Confirm access to CommandCentral Admin portal.

### 3.8.1.3 Motorola Deliverables

- Project Kickoff Meeting Minutes.

Note - The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

## 3.8.2 GIS Discovery Session

A GIS Discovery Session will be scheduled with the System Owner to review the GIS Data Requirements document and complete an overview of the GIS components for Jacksonville Beach of the project. The agenda will include:

- Review the Motorola GIS Data Requirements document.
- Discuss Customer GIS skill-set and responsibilities.
- Review the requirements of Customer's GIS sample data for the Motorola system.
- Discuss any GIS related project questions.

### 3.8.2.1 Motorola Responsibilities

- Schedule and conduct the remote GIS Discovery Session.
- Request initial GIS dataset for data review.

### 3.8.2.2 Customer Responsibilities

- Review the GIS Data Requirements document prior to the meeting.
- Discuss any areas of concern relative to GIS and schedule requirements.
- Provide initial GIS dataset for review by Motorola.

Note - Providing Customer GIS Data is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

### 3.8.3 Interface Planning Session

The objective of the interface planning session is to discuss the interface experience presented by each contracted interface utilizing the individual interface documents presented in the Agreement. Topics of discussion will include the following:

- The functionality delivered with each interface as presented in the System Description and associated interface specific documentation included in this Agreement.
- Deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Interface delivery and validation process.

Note - The interface deployment requirements are a prerequisite to roll out the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, modification, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

#### 3.8.3.1 Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces.
- Facilitate an overview of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third party documents necessary to establish interfaces with local and remote systems.
- Communicate the functional interface demonstration process.

#### 3.8.3.2 Customer and/or System Owner Responsibilities

- Establish all required third-party API(s) and SDK(s) and provide all licensing and documentation for Customer's existing systems.
- Collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
- Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

### 3.8.3.3 Motorola Deliverables

- Implementation plan for all interfaces.

## 3.8.4 Contract Design Review

The objective of the Contract Design Review (CDR) is to review the contracted Products, bill of materials, Education Plan, System Validation Plan, and contractual obligations of each party. The CDR will occur following the conclusion of the Project Kickoff meeting while Motorola resources are still on-site. In the event the CDR cannot commence following the Project Kickoff meeting while Motorola resources are on-site, Motorola will schedule a web conference session at a mutually agreeable date and time.

### 3.8.4.1 Motorola Responsibilities

- Review third-party partner solutions and involvement in the project, as applicable.
- Summarize and review the contracted Products, query(ies), and interface(s) described in the System Description.
- A summary review of the contracted applications, query(ies) and interface(s), and bill of materials.
- Check the system bill of materials and note any necessary modifications.
- Lead the discussion of the Education Plan, prerequisites, and associated requirements.
- Plan installation activities with the Customer.
- Discuss the Product Validation process for the contracted products.
- Author CDR meeting minutes.

### 3.8.4.2 Customer Responsibilities

- Review all contract materials, inclusive of exhibits: e.g., bill of materials, Education Plan, SOW.
- Prepare a list of questions pertaining to contracted materials and exhibits.

### 3.8.4.3 Motorola Deliverables

- CDR meeting minutes.

## 3.9 GIS Service Delivery

GIS Service delivery provides for the creation of a draft geodatabase that will be uploaded to the CAD server to support provisioning efforts as well as draft maps that are created for use by the CAD workstations.

Error reports are produced as a result of developing the draft geodatabase and will be delivered to Customer in updates to the GIS Data Report. Customer will correct any data errors allowing Motorola to incorporate the data into a revised draft geodatabase.

Geodatabase development provides for up to two iterations of draft databases developed by Motorola. The final geodatabase is created as a product of the GIS Administrator Workshop.

Note - The following are supplementary (not included in the scope of this Agreement) to the tasks required to maintain the data using the Esri Arc software:

- Education that is specific to the use of the Esri Arc software, which can be obtained from Esri.
- Creation or maintenance of GIS data.
- Motorola is not responsible for data errors stemming from Customer's source data.

If Customer is unable to perform these duties, Motorola may be able to provide the services at an additional cost.

### 3.9.1.1 Motorola Responsibilities may include

- Schedule and initiate a data delivery design teleconference to address critical data errors or to confirm the data being incorporated into the draft geodatabase.
- Create the draft visual maps and Routing Network.
- Create the draft geodatabase.
- Provide updates to the GIS Data Report reflecting any issues found during the geodatabase build.
- Provide up to two iterations of draft geodatabases.
- Initiate GIS Administrator Readiness Check, which enables Motorola to schedule and conduct the GIS Administrator Workshop.

### 3.9.1.2 Customer Responsibilities may include

- Attend data delivery design teleconference.
- Correct any GIS errors identified in the GIS Data Report from geodatabase build.
- Participate in the GIS Administrator Readiness Check and confirm the dates for the GIS Administrator Workshop.

### 3.9.1.3 Motorola Deliverables may include

- GIS Data Report Updates.

## 3.10 Business Process Review (BPR)

### 3.10.1 Business Process Review

A Motorola-led BPR provides the opportunity for Motorola, the System Owner, and the Customer to gather and measure information variables and data of interest, and it provides Motorola and Customer the opportunity to review current operational processes and workflows and determine the provisioning parameters on the System Owner's existing PremierOne CAD system that will provide the most optimal use of the Motorola system(s).

The multifaceted review provides Motorola the opportunity to gather information on the day-to-day operations of the different departments and users of the Motorola system(s); this could include Communications Center, Field Personnel, Real-Time Crime Centers. Information is used in the process

of creating the BPR Workbook and evaluating the agency's current processes for alignment with the new system deployment.

Note - Training engagements and provisioning reviews, as described in this SOW, are provided further on in the project in accordance with the project schedule.

A BPR session is conducted separately for each of the contracted Product categories, such as CAD and Mobile. A single instance of the activities described as "the BPR" will be conducted for a combined audience for each of the Product categories, unless specifically stated otherwise in this SOW. The information collected in the BPR will be used in the determination of the provisioning parameters and enables Motorola to provide Customer guidance on Product provisioning and configuration options that best meet Customer's needs. The BPR will be conducted following the Project Kickoff. The BPR observation and information gathering process occurs on-site for no more than three consecutive days in accordance with the project schedule.

The Motorola GIS Specialist will meet remotely with the System Owner's GIS Administrator and the Customer's CAD SMEs to discuss and confirm Response Boundaries data that is loaded into the System Owner's PremierOne CAD system. Motorola will provide an overview of the available boundary types and their function in CAD. Topics will include confirmation of Customer's City Code, Agency Code, Beat Names, and their role in CAD to determine if any modifications need to be made prior to import into the System.

The BPR will be attended by the Customer Core Team and additional agency SMEs as necessary. The practical input based on experience in Customer's operational environment is indispensable in the configuration of the system. Attendees will have the authority and responsibility of making declarative statements and decisions about business practices and implementation of Motorola systems.

Customer is responsible for engaging Customer Core Team and user agencies that will be provisioned in the Motorola system(s) to obtain required inputs. It is preferable to have personnel that are required for one section to attend all sections of the BPR information gathering process to ensure all parties are represented. If an additional BPR or provisioning for additional agencies is required, it will be addressed via the change order provision of the Agreement.

### 3.10.1.1 Motorola Responsibilities

- Provide the BPR Agenda/Workbook(s) prior to the meeting.
- Conduct separate BPR sessions for each of the contracted Product categories; one each for CAD and Mobile.
- Complete BPR Workbook(s) for contracted Product categories.
- Request copies of completely populated sample forms, reports, dashboard views, and printouts currently utilized.
- Provide CAD Provisioning Data Gathering Guide.

### 3.10.1.2 Customer Responsibilities

- Review the BPR Agenda(s)/Workbook(s) prior to the meeting.
- Complete prerequisites listed in the TPS prior to this meeting.
- Ensure availability of the Core Team.

- Provide Motorola with copies of completely populated sample forms, reports, dashboard views, and printouts currently utilized.
- Review completed BPR Workbook(s) for contracted Product categories.
- Confirm readiness of City Code, Agency Code, and Beat Names for loading into CAD.
- Review CAD Provisioning Data Gathering Guide.

Note - Import of the City Code, Agency Code, and Beat Names for the geodatabase is a critical Project Task. Delayed, incomplete, or inaccurate information and BPR Workbooks may have a significant impact on the Project Schedule and start of Provisioning Workshops.

### 3.10.1.3 Motorola Deliverables

- BPR Agenda(s).
- BPR Workbook(s).
- CAD Provisioning Data Gathering Guide.

## 3.10.2 Windows Client Software Installation

Client software will be installed on workstations/mobile devices to facilitate provisioning activities and provide instruction to Customer personnel who will complete software installation on the remaining workstations/mobile devices.

### 3.10.2.1 System Owner Responsibilities

- Discuss client software distribution methodology.
- Provide instruction on client software installation and install client software on up to five total Client workstations or Mobile Windows clients. Provide Customer with electronic copy of Installation Guide.
- Physically install contracted workstation computers and monitors in Customer-designated locations.

### 3.10.2.2 Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with manufacturer's specifications.
- Supply Windows Server Client Access Licenses (CALs) for all system client devices accessing CAD and CAD System.
- Assign personnel to observe the software installation process.
- Provide advanced authentication for Mobile/Handheld device connectivity if required.
- Provide power and network connectivity at designated workstation installation locations.
- Provide wireless connectivity and middleware to deliver mobile Virtual Private Network (mVPN) with routing and IP persistence to the system network.
- Complete installation of client software on remaining workstations and mobile devices.
- Unless contracted to be provided by Motorola, procure, install, authorize and configure ArcGIS Desktop/ArcGIS Pro and extensions.

## 3.11 System Provisioning

### 3.11.1 PremierOne Provisioning

The Motorola will provision the system based upon the System Owners current business processes and workflows, responses, and recommendations and will provide iterative check points with System Owner and Customer throughout the provisioning process..

#### 3.11.1.1 Motorola Responsibilities

- Schedule Checkpoints.
- Provide Customer with Provisioning Import Templates.
- Conduct a review of the Provisioning Import Templates for Customer completion.
- Conduct Provisioning Workshops and Checkpoints in accordance with the Education Plan.
- Consult with Customer on provisioning options that better support business operations.
- Provide guidance on making provisioning selections.

#### 3.11.1.2 Customer Responsibilities

- Completed Provisioning Import Worksheets prior to the start of the second Provisioning Workshop.
- Participate in the Provisioning Import Worksheet review.
- Attend all Provisioning Checkpoints.
- Complete tasks and assignments during and after each Workshop and Checkpoint.
- Update provisioning selections, as needed.

### 3.11.2 Functional Validation

Functional Validation enables Customer to exercise the solutions, as provisioned, ensuring readiness for Train-the-Trainer. Functional Validation activities are initiated with a single Functional Validation Workshop whereby Motorola consults with Customer on the use of the Functional Validation Plan and customer approach to the functional validation.

#### 3.11.2.1 Functional Validation Workshop

After the final Provisioning Workshop and prior to the start of Train-the-Trainer, Motorola will travel to Customer's site to guide Customer in use of the Functional Validation Plan (FVP). The mechanism to track this review is the FVP. This multi-day workshop will enable Customer to execute the FVP. Customer is expected to understand the purpose of the FVP and understand how to navigate and fill out the FVP.

#### 3.11.2.2 Motorola Responsibilities

- Provide and review use of Functional Validation Plan with Jacksonville Beach.
- Walk Jacksonville Beach through the initial use of the FVP.

- Provide question/answer sessions, preparing Jacksonville Beach for Functional Validation Execution.

### 3.11.2.3 Customer Responsibilities

- Participate in Functional Validation Workshop.

### 3.11.2.4 Motorola Deliverable

- Functional Validation Plan.

### 3.11.2.5 Functional Validation Execution

The Functional Validation exercises the system against Customer's provisioning environment, ensuring readiness for Train-the-Trainer. Customer will have two weeks to complete the Functional Validation Execution. Upon completion of the FVP, Motorola will conduct a remote review of the completed FVP, verifying the commencement of Train-the-Trainer. If there are exceptions or incomplete items in the FVP, Motorola will advise on the steps to take to remedy these exceptions, such as provisioning modification. Specific dates of the remote review of the completed FVP will be mutually agreed upon.

### 3.11.2.6 Motorola Responsibilities

- Schedule and facilitate a remote review.
- Advise Customer on exceptions that have been documented during the execution of the plan.
- Work with Customer to assign responsibility for actions/remediation of exceptions identified during the execution of the FVP.

### 3.11.2.7 Customer Responsibilities

- Execute the Functional Validation Plan.
- Log all exceptions and coordinate discussions with Motorola regarding remediation.
- Participate in remote review.
- Update provisioning parameters as necessary to achieve desired workflows and progress through the execution of the Functional Validation Plan.

Note - Provisioning activities are considered complete at the conclusion of the remote FVP review or three weeks after the Functional Validation Workshop, whichever occurs first.

## 3.12 Interfaces and Integration

The installation, configuration, and demonstration of interfaces will be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the System Description and Project Schedule. Integrated functionality between Motorola-developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

## 3.12.1 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface as described in the interface-specific documentation. Customer is responsible for engaging third-party vendors, as required, to facilitate connectivity and testing of the interfaces.

### 3.12.1.1 Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Deploy interfaces to support the functionality described in the System Description and interface-specific documentation discussed during the Interface Planning Session.
- Validate that each interface can transmit and/or receive data in accordance with the System Description and interface-specific documentation.

### 3.12.1.2 Customer and/or System Owner Responsibilities

- Act as liaison between Motorola, the System Owner, and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between PremierOne and the third-party systems.
- Provide external interface connection demarcation points at locations agreed to by Motorola. These locations shall normally be adjacent to the PremierOne equipment rack.

### 3.12.1.3 Motorola Deliverables

- Contracted Interfaces and Integration.

## 3.12.2 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the interface-specific documentation as reviewed during the Interface Planning Session.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable, provision, or configure interface to a third-party system, or troubleshooting any issues on third-party systems.

Interfaces that cannot be validated due to connectivity issues to external systems or the unavailability of third-party systems will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the user experience and functionality outlined in the interface-specific documentation. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

### 3.12.2.1 Motorola Responsibilities

- Conduct Interface Validation demonstration.
- Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience or functionality described in interface-specific documentation.

- Manage the Remediation Plan and take Motorola remediation actions.

### 3.12.2.2 Customer and/or System Owner Responsibilities

- Ensure required resources are present for their specific area of responsibility.
- Provide a resource with access to the interfacing system to validate functionality.
- Witness the execution of the demonstration and acknowledge successful completion.
- Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
- Coordinate and manage remediation actions.

### 3.12.2.3 Motorola Deliverable

- Completed Interface Validation Results.
- Remediation Plan (as applicable).

## 3.13 System Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Training is delivered in accordance with the Training Plan.

### 3.13.1 Learning eXperience Portal (LXP Online Training)

Training is made available in part via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Courses delivered or supplemented by LXP content are described in the Education Plan.

#### 3.13.1.1 Motorola Responsibilities

- Configure a Customer-specific portal view.
- Create learner access account to the portal for each user name provided by Customer.
- Provide instruction to Customer LXP Administrator on building groups.

#### 3.13.1.2 Customer Responsibilities

- Provide Motorola with names (first and last) and email addresses for each learner.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

## 3.13.2 Instructor-Led Training (On-site and/or Remote)

### 3.13.2.1 Motorola Responsibilities

- Deliver User Guides and training materials in electronic format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

### 3.13.2.2 Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
- Facilitate training of all end users in accordance with Customer's training delivery plan.

### 3.13.2.3 Motorola Deliverables

- Electronic versions of User Guides and Training Materials.
- Attendance Rosters.

## 3.14 System Go Live

### 3.14.1.1 Go Live Planning

Motorola will provide support of Customer's efforts with commencing live operation use of the system. Motorola resources are supplemental to Customer resources and provide support to Customer trainers and subject matter experts. Customer Core Team is the first line of support to end users in the transition of live operations from the legacy system to the Motorola system. Motorola will work with Customer to provide a Go Live Plan. Examples of what is in this plan can include:

- Motorola and Customer resources and staffing.
- Pre Go Live tasks/activities to be performed leading up to Go Live.
- Readiness review meetings.
- Issue reporting and escalation processes.
- Contingency/roll-back plans.
- Go Live tasks and responsibilities during Go Live

### 3.14.1.2 Motorola Responsibilities

- Facilitate meetings with Customer staff to review the Go Live Plan.

### 3.14.1.3 Customer Responsibilities

- Coordinate the participation of Customer's technical and operational staff in Go Live planning and review of the Go Live Plan.

### 3.14.1.4 Motorola Deliverable

- Go Live Plan.

## 3.14.2 Motorola Support Engagement

As part of Go Live planning, the Motorola PM will amend the current System Configuration workbook consisting of Customer's contact information and information required for remote access to the system, if agreed to by System Owner. Motorola will schedule a remote Support Engagement meeting between the PM, Customer Support Manager (CSM), Focal Support Technician and Customer's project team representatives no later than 30 days before the identified Go Live date. The CSM will review the Customer Support Plan with Customer, including the process for obtaining support and contact information.

### 3.14.2.1 Motorola Responsibilities

- Facilitate the Support Engagement Meeting between Customer and the Motorola Support organization.

### 3.14.2.2 Customer Responsibilities

- Identify authorized Customer representatives to contact Motorola Support.

## 3.14.3 Go Live

In accordance with the Go Live Plan, Motorola and Customer will begin transitioning Customer from their legacy system to live operation use of the Motorola system. Motorola will provide on-site support as back up to Customer at a single site per product in accordance with the Go Live Plan.

### 3.14.3.1 Motorola Responsibilities

- Work with Customer to schedule the date and time for the Go Live.
- Execute the Go Live Plan.
- Provide on-site resources as specified in the Go Live Plan to support Customer's Core Team. Unless otherwise documented in the Go Live Plan, support will be provided in accordance with the following:
  - CAD and Mobile – up to 16 hours coverage over a 3-day period.

### 3.14.3.2 Customer Responsibilities

- Customer Core Team scheduling for Go Live activities.
- Manage Go Live activities.
- Customer to educate Core Team on methods and when to engage Motorola during Go Live.

## 3.15 Transition to the System Owner's Current Support – Project Closure

Following the Go Live, the service delivery is complete. Motorola, the System Owner, and Customer certify the Software System Completion milestone and the implementation phase is formally closed.

The system is transitioned to the support phase of the Agreement per the terms and conditions of the Maintenance and Support Agreement.

### 3.15.1 Documentation

As part of project completion, Motorola will validate Customer's receipt of electronic copies of the following documentation:

- User Guides (for the primary products), in electronic format.
  - BPR Workbook(s) for each contracted Product Category.
- System Administration Guide, in electronic format.
- System Configuration Workbook, in electronic format.
- As-Built System Design Documentation, in electronic format.
- As-Built System documentation is also archived with the System Support Center along with customer information and access procedures to facilitate efficient response and resolution of any reported system issues.

## Section 4

# Training Plan

## 4.1 Introduction

Motorola Solutions (Motorola) considers training to be a critical aspect of the system installation and requires Motorola to work closely with the Customer to develop their knowledge and skills. This Training Plan is tailored to your agency's operational business process, job roles, and personnel needs and will deliver the necessary information needed to effectively and efficiently use new systems and technologies through a flexible, multimodal approach.

Motorola employs a multimodal methodology for training that offers a diverse range of materials, application, and tools, including e-learning platforms, simulations and other technology-enabled modalities as well as formats such as instructor-led training, on-the-job training, computer-based training, coaching, workshops, and demonstrations. This approach to training allows Motorola to customize a plan that supplements your personnel's inherent knowledge with information about the features, functions, and mechanics of the solution. Our goal is to work with you to optimize your training so that your agency's daily operations and workflows are productive and efficient.

Motorola's primary training delivery models are:

- **Instructor-Led:** Instruction is provided by a Motorola instructor in a traditional Customer provided classroom environment or via web conferencing hosted by Motorola.
- **Computer Based:** Computer-based training provides self-paced instruction on the features and functions of the Motorola software applications. This delivery method enables the attendee to progress through training at a pace prescribed by the Customer that is comfortable to the attendee. Motorola's computer-based training delivery method includes the use of a Learning eXperience Portal (LXP).

## 4.2 Training Overview

The Customer Training Representative should be familiar with the Customer's daily operations and must attend (or designate a replacement) each Motorola training course. Motorola instructors will rely on this representative to be the one point of contact for Motorola staff when policy and procedural questions arise, act as course facilitator, and act as the Customer's training monitor. The Customer will also identify the personnel who will serve as trainers. These individuals must participate in all the Train-the-Trainer courses. In addition to the skills described below, the Customer's trainers must have

prior experience as a classroom instructor and a thorough understanding of the Customer's operations. Other courses will require participants from different areas of the Customer's operations as shown in the individual course descriptions, detailed in Section 4.3: Workshops and Course Listing.

## 4.2.1 Training Facilities and Schedules

On-site training will be conducted in a Customer provided training facility setup in classroom configuration with a workspace for attendee note taking, and computer with dual monitors for each attendee. Each instructor-led on-site session requires a projector, connected to the applicable Motorola system workstation, and a dry erase-board for instructor's use. The on-site workshop format requires multi-monitor (minimum of three) workstations, one for each attendee.

For classes provided virtually, Motorola will provide the conference link and host information required for each attendee to join the session. The Customer is responsible for providing all equipment and remote access mechanism required to enable each attendee to join the Motorola hosted event.

At least five (5) days prior to on-site training courses, the customer must supply Motorola with a roster of course attendees. Attendees should ensure access to the LXP and complete prerequisite training prior to the on-site training course start date.

At least two (2) days prior to each on-site session, the instructor will have access to the training facility and all workstations for setup and workstation configuration. Motorola and the Customer shall mutually agree to training schedules to accommodate the Customer's shift operations and other site-specific requirements. Evening courses will end by 11:00 p.m. Weekends and Holidays will not be used as training days.

## 4.2.2 Session Attendance

Motorola is committed to providing a quality training experience and desires that the Customer receives the maximum benefit from each on-site training session. Each training session has been sized to provide the optimal training environment that meets the needs of the attendees in relation to the complexity of the material being presented. Given the nature of the material being presented and the intensity of the training, it is imperative that maximum attendee numbers not be exceeded.

## 4.2.3 LXP Requirements

The LXP is accessed via an internet browser. Motorola will set up an individual instance of the Learning Management System, known as an organization. This provides autonomy to the agency utilizing LXP.

Accounts to access the LXP are created for each learner using their Email address. All attendees accessing LXP content must have their own account in the LXP. A learner will need to have access to the internet via a workstation, laptop, tablet or smartphone to access learning.

Customer LXP Administrators will be given the ability to build Groups, a more granular segmentation of the LXP that is generally utilized to separate learners of functions (that is, dispatchers, call takers, patrol, firefighter). One attendee can be assigned to multiple groups if necessary. Attendees can be assigned to some or all of the content in a Learning Path, a collection of courses that include like-minded courses.

In most cases audio accompanies visual display; speakers or headsets are recommended to utilize full functionality of the LXP. Course assessment evaluations are also accessed via the LXP. Access to these evaluations in the classroom is suggested.

## 4.2.4 LXP Learner Subscription Package

Learner-level subscriptions have been included for personnel who are expected to be users of one or more products that are part of the System. Customer resources will have access to the LXP training materials during deployment and as long as the post-live subscription is maintained during the warranty/maintenance period.

## 4.3 Workshops and Course Listing

The following tables present information on each workshop and course included in the training plan. Due to the nature of each workshop and course, it is imperative that the maximum number of attendees not be exceeded. Doing so erodes the integrity of each session and impairs attendee's ability to retain the subject matter information.

The following list provides definition of the methods of instruction used to deliver:

- **LXP** – Software application training provides instruction on the features and functional use of a software application or specific module. Depending on the course, the delivery method could be entirely computer based and accessed via LXP on demand with no in-person training component; other courses may require pre-requisite LXP courses be completed prior to instructor-led training.
- **On-site** – in-person training from an on-site instructor conducted at the Customer's facilities.
- **Virtual** – virtual instructor-led training.

### 4.3.1.1 Cloud Based Feature Training

Training for the Cloud Based Features included in the System will be delivered solely through the LXP and be made available for the term of the Agreement.

### 4.3.2 Workshops

Workshops offer guided instruction and hands-on exposure to each attendee providing practical experience with the subject matter. In many cases the attendee must possess a common level of industry knowledge and complete LXP prerequisites as defined for each workshop in order to grasp the presented concepts and material.

### 4.3.3 Instructor-Led Training Courses

Instructor-led training below is an extension of what was offered as part of the Initial Training earlier in the project.

**Table 4-1: PremierOne Instructor Led Training Courses**

Solution	Course	Max Attendees per Session	Number of Sessions Included	Method of Instruction	Course Duration
PremierOne Mobile	Windows Mobile Train-the-Trainer [C03]	12	1	LXP & On-site	Six unique 4-hour sessions over 3 consecutive days
PremierOne CAD	Dispatch End User [C05]	12	1	LXP & On-site	32 hours over 4 consecutive days

## 4.4 Course Descriptions

### 4.4.1 Instructor-Led Course Descriptions

The following tables provide detailed descriptions of training courses that will be provided as part of the system at the location indicated.

PremierOne CAD End User Training	
<b>Goal</b>	Provide dispatchers with the knowledge to effectively use PremierOne CAD.
<b>Course Materials</b>	PremierOne CAD User Guide. CAD Online Help (accessible through the CAD Client). Course Outline. LXP training courses.
<b>Location</b>	Customer facility.
<b>Duration</b>	Up to 32 hours over four consecutive business days on-site. Approximately 6 hours of online prerequisite material.
<b>Participants</b>	Dispatchers, supervisors and other users of the PremierOne CAD system.
<b>Class Size</b>	Maximum of twelve (12) attendees.
<b>Prerequisite</b>	Knowledge of current CAD application and customer operations. LXP Required Prerequisite training courses to be finalized during project initiation.
<b>Environment Setup</b>	<p><b>Attendee Workstations:</b></p> <ul style="list-style-type: none"> <li>Each workstation or device used for LXP prerequisites must have an internet connection.</li> </ul> <p><b>Instructional Requirements:</b></p> <ul style="list-style-type: none"> <li>Instructor’s workstation(s) with network connection to the PremierOne servers.</li> <li>Projector.</li> <li>Dry erase board.</li> </ul>

<b>PremierOne CAD End User Training</b>	
<b>NOTE:</b>	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow time to build site-specific course outlines for end user classes.

<b>PremierOne Mobile End User Training</b>	
<b>Goal</b>	Through the LXP, provide a training program on the functionality of PremierOne Mobile iOS and Android applications.
<b>Course Materials</b>	PremierOne Mobile iOS or Android User Guide.
<b>Location</b>	On Demand.
<b>Duration</b>	4 Hours.
<b>Participants</b>	PremierOne Mobile iOS or Android Users.
<b>Prerequisite</b>	Knowledge of customer’s current Mobile application and operations. LXP Required Prerequisite training courses to be finalized during project initiation.
<b>Environment Setup</b>	Each workstation or device used for LXP training must have an internet connection.

**Section 5**

# Pricing Summary

Up Front Fees	Discounted Price Implementation (USD)
PremierOne Application Licensing	\$198,592
Implementation/Installation Services	\$316,603

Annual Maintenance	Annual Discounted Sale Price (USD)
Year 2	\$9,828
Year 3	\$10,221
Year 4	\$10,630
Year 5	\$11,055

**System Grand Total.....\$556,929**

\*Pricing valid through April 1, 2026

## Payment Schedule

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer 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 Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda.

Payment for the Upfront Costs for Licensing and Implementation, plus Year 1 Subscription Fee will be in accordance with the following milestones:

1. 40% of the Contract Price due upon Contract Execution (due upon effective date);

2. 35% of the Contract Price due upon Delivery of System Hardware & Application of Software;
3. 10% of the Contract Price due upon Installation;
4. 10% of the Contract Price due upon Go-Live; and
5. 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. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

INFLATION REVIEW. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

## Section 6

# Contractual Documentation

### Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

#### 1. Agreement.

**1.1. Scope: Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.

**1.2. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

#### 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider

non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a “Payment” Form

(Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

“**Products**” or “**Product**” is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“**Professional Services**” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“**Prohibited Jurisdiction**” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“**Services**” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“**Service Completion Date**” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“**Software System**” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### 3. Products and Services.

**3.1. Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

#### 3.2. Services.

**3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.

**3.2.2.** Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

**3.2.3. Service Proposals.** The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

**3.2.4. Service Completion.** Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

**3.2.5. Professional Services**

**3.2.5.1. Additional Service Terms.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

**3.3. Additional Product Terms.** If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

[Drone related Products](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

**3.4. Non-Preclusion.** If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

**3.5. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

**3.6. Documentation.** Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

**3.7. Motorola Tools and Equipment.** As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

**3.8. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

**3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **4. Term and Termination.**

**4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

**4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

**4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

**4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

**4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

**4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

**4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare

all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

**4.7. Equipment.** In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## **5. Payment, Invoicing, Delivery and Risk of Loss**

**5.1.** The Contract Price of \$556,929 excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

**5.2. Fees.** Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

**5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

**5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

**5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

**5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

**5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

**5.10. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## **6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

**6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. 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.

**6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperability with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to

Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

**6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

**6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

**6.8.** End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.

**6.9.** Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

**6.10.** API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## **7. Representations and Warranties.**

**7.1.** Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

**7.2.** System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

**7.3.** Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be

agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

**7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.

**7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

**7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

**7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

**7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**7.9. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

**7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

## **8. Indemnification.**

Contractual Documentation

**8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“Claim”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

**8.2.1.** If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

**8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer’s 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 Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

**8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not

apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## 9. Limitation of Liability.

**9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

**9.3. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## 10. Confidentiality.

**10.1. Confidential Information.** Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## 11. Proprietary Rights; Data; Feedback.

**11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to “Motorola Materials”. Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the [DPA](#).

**11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**11.4. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **12. Acceptance**

**12.1. Communications System Acceptance.** Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

## **13. Force Majeure; Delays Caused by Customer.**

**13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

**14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the 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. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

**14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**15. General.**

**15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

**15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product

exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

**15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

**15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**15.6. 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.

**15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**15.9. 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 FedEx, UPS, or DHL), and will be effective upon receipt.

**15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

**15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, 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 will 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. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will 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 Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer: City of Jacksonville Beach, FL**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, City Clerk
DATE:	March 16, 2026
SUBJECT:	Police Officers' Pension Board Appointments

**BACKGROUND**

Three members of the Police Officers' Pension Board have terms ending on March 31, 2026. At this time, staff is requesting that the City Council appoint/ reappoint members for the expiring seats with new terms beginning April 1, 2026 and expiring March 31, 2028.

Pursuant to the Jacksonville Beach Code of Ordinances Section 2-163.23 (b) Board of Trustees, the Police Officers' Pension Board consists of five members:

- (b) The board of trustees shall consist of the following five (5) individuals:
- (1) Two (2) members appointed by the City Council, who shall be residents of the city.
  - (2) Two (2) police officers who shall be elected by active police officers of the city.
  - (3) A fifth member selected by the other four (4) members and appointed, as a ministerial act, by the city council.

The two Council-appointed members, John Patrich, Jr., and Matthew Grocki have both indicated interest in serving another term as Trustees.

At their February 24, 2026, Joint Quarterly Pension Board meeting, the Police Officers' Pension Board of Trustees voted unanimously to select John Gosztyla to serve as the fifth member. Mr. Gosztyla has indicated he would be willing to serve another two-year term.

At the March 9, 2026 City Council Briefing, the City Council came to consensus to reappoint John Patrich, Jr., Matthew Grocki, and John Gosztyla.

**FINANCIAL IMPACT**

None.

**REQUESTED ACTION**

- 1. Reappoint John Patrich, Jr., to a new two-year term as a Council-appointed member of the Police Officers' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
- 2. Reappoint Matthew Grocki to a new two-year term as a Council-appointed member of the Police Officers' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
- 3. Reappoint John Gosztyla to serve as the fifth member of the Police Officers' Pension Board as a ministerial act beginning April 1, 2026 and expiring March 31, 2028

**ATTACHMENTS**



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, City Clerk
DATE:	March 16, 2026
SUBJECT:	Firefighters' Pension Board Appointments

**BACKGROUND**

Three members of the Firefighters' Pension Board have terms ending on March 31, 2026. At this time, staff is requesting that the City Council appoint/ reappoint members for the expiring seats with new terms beginning April 1, 2026 and expiring March 31, 2028.

Pursuant to the Jacksonville Beach Code of Ordinances Section 2-164.23 (b) Board of Trustees, the Firefighters' Pension Board consists of five members:

- (b) The board of trustees shall consist of the following five (5) individuals:
  - (1) Two (2) members appointed by the City Council, who shall be residents of the city.
  - (2) Two (2) firefighters who shall be elected by active firefighters of the city.
  - (3) A fifth member selected by the other four (4) members and appointed, as a ministerial act, by the city council.

The two Council-appointed members, Gaylord Candler, Ph.D., and Lance Huish, have indicated that they are willing to serve another term as Trustees.

At their February 24, 2026, Joint Quarterly Pension Board meeting, the Firefighters' Pension Board of Trustees voted unanimously to select Steve Sciotto to serve as the fifth member. Fire Marshal Sciotto has indicated he would be willing to serve.

At the March 9, 2026 City Council Briefing, the City Council came to consensus to reappoint Gaylord Candler, Ph. D., and Lance Huish; and appoint Steve Sciotto.

**FINANCIAL IMPACT**

None.

**REQUESTED ACTION**

1. Reappoint Gaylord Candler, Ph. D., to a new two-year term as a Council-appointed member of the Firefighters' Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
2. Reappoint Lance Huish to a new two-year term as a Council-appointed member of the Firefighter's Pension Board beginning April 1, 2026 and expiring March 31, 2028; and
3. Appoint Fire Marshal Steve Sciotto as the fifth member of the Firefighters' Pension Board as a ministerial act beginning April 1, 2026 and expiring March 31, 2028

**ATTACHMENTS**



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Heather Ireland, Planning and Development Director
DATE:	March 16, 2026
SUBJECT:	Resolution No. 2206-2026 Supporting the Requests for Proposed Transportation-related Planning Projects to be Added to the North Florida Transportation Planning Organization's Draft 2026 Unified Planning Work Program Study Requests

**BACKGROUND**

The North Florida Transportation Planning Organization (TPO) provides a number of services to the Counties and Cities within their jurisdiction. One of these services is to provide funding and consultants to conduct transportation-related planning and feasibility studies. These studies are often the basis for future infrastructure projects that are designed to address issues or opportunities discovered during the study. They are best envisioned as examining a problem or idea related to transportation, and would result in suggestions for further, future actions. They do not implement any programs and do not obligate the City in any way to follow whatever the study may recommend.

Each year the TPO accepts project ideas from its members, including the City of Jacksonville Beach. In the past year, the TPO, through its consultants, have been conducting two studies within the City and adjacent beach communities. The two current studies include a full review of 1st Street for opportunities and constraints for traffic improvements and safety for all forms of transportation, including pedestrians, cars, bicycles, golf carts and other alternate types of mobility. The second study includes the City of Jacksonville Beach, the City of Neptune Beach, and the City of Atlantic Beach. The study focused on E-bike safety and regulations, with the goal of proposing some unified ideas and possible best practices and model legislation for the three beach communities to adopt in unison, to create a cohesive set of standards and rules for the operation of E-bikes.

For 2026, the City of Jacksonville Beach Planning and Development Department is proposing three planning studies to be included in the TPO's Draft 2026 Unified Planning Work Program Study Requests.

The first proposed study is a request to update the 2010 Mobility Plan for the City. The City's current mobility plan reflects a different time and amount of growth pressures than what the City has experienced in the last 5 years. Additionally, the 2010 plan does not take into account changes in transportation technology for both the physical infrastructure, nor does it include newer forms of transportation vehicle options such as E-bikes, electric cars on a large scale, the potential for autonomous vehicles, and more. It is a plan, much like the Visioning Plan, Comprehensive Plan and Land Development Code, that should be reviewed and updated regularly. The project proposes to do just that, and bring the mobility plan into alignment with the newly updated plans and codes the City has accomplished in the last few years.

The second planning study would entail a detailed inventory of the City's existing sidewalk

AGENDA ITEM:	A.
MEETING DATE:	March 16, 2026



infrastructure. Although the City currently has a work program to repair and replace deteriorated or damaged sidewalks, it currently does not have a complete inventory of every sidewalk on every street, and its current conditions, nor does it have a map or survey that identifies gaps in existing sidewalks, streets that are missing sidewalks all together, or identifying places where crosswalks are needed. It also has never examined areas where connections to the sidewalk system in Neptune Beach might be missing or make sense to add. Since Neptune and Jacksonville Beach meet, in part, at Seagate Avenue, and this corridor has several schools that are situated along its right of way, there are likely many opportunities to ensure a better and more complete connection to these networks. This specific aspect could improve safety for school kids that walk and bike to school. This would not be a plan for how and when to construct or repair any segments, but simply identify the current conditions and find the gaps and opportunities. This would be used to develop a work plan later on.

The third proposed project is a study to examine the feasibility of establishing a local, circulator bus service, or microbus service, intended to link the three Beach communities. Other cities, such as St. Augustine, face similar traffic issues to the three beach communities, where tourists and residents have only a few major roads to navigate between specific commercial and recreational areas, which then become clogged with traffic in peak times of day and peak seasons. Additionally, the City has a few bus stops that connect the beaches to the greater Jacksonville area, and this can be a difficult problem for those who rely on public transport, as they need to walk large distances to reach these main bus stops. This study would not be a plan to determine how to establish a small local bus service, but rather a study to see if a program like the St. Augustine Star circulator, would work here in the three beach communities, and if so, what that might look like. This is a first step to determine if this is a viable idea, and from this work, the three communities could explore how to establish this system, if there is enough demand.

Staff would recommend the Council approve the resolution, and support these projects for consideration by the TPO, and to encourage their consideration funding in the future.

FINANCIAL IMPACT

None

REQUESTED ACTION

Adopt/Deny Resolution No. 2206-2026 supporting the requests for proposed transportation-related planning projects to be added to the North Florida Transportation Planning Organization's Draft 2026 Unified Planning Work Program Study Requests

ATTACHMENTS

1. Resolution No. 2206-2026
2. 2026 TPO Proposed Planning Project List

Introduced By: \_\_\_\_\_  
Adopted: \_\_\_\_\_

**RESOLUTION NO. 2206-2026**

**A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SUPPORTING THE REQUESTS FOR PROPOSED TRANSPORTATION-RELATED PLANNING PROJECTS TO BE SUBMITTED TO THE NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION FOR ITS DRAFT 2026 UNIFIED PLANNING WORK PROGRAM STUDY REQUESTS; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, SCRIVENER'S ERRORS, AND AN EFFECTIVE DATE.**

**WHEREAS**, The City of Jacksonville Beach, Florida ("City"), desires to continue to study and improve transportation planning and infrastructure; and

**WHEREAS**, the City encourages the continued study of transportation-related issues within the City's transportation network; and

**WHEREAS**, the Mayor and City Council have reviewed the transportation-related planning studies and the list of proposed planning projects crafted as a result thereof and support the requests for transportation-related planning projects to be submitted to the North Florida Transportation Planning Organization for its Draft 2026 Unified Planning Work Program Study Requests.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1. ADOPTION OF RECITALS.** The above recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

**SECTION 2. SUBMISSION TO THE NORTH FLORIDA TRANSPORTATION PLANNING ORGANIZATION (TPO).** A copy of this resolution shall be submitted to the North Florida TPO for consideration of the City's transportation-related planning projects attached hereto as Exhibit "A" to be added to the Draft 2026 Unified Planning Work Program Study Requests.

**SECTION 3. REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS.** All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

**SECTION 4. SEVERABILITY.** If any section, subsection, clause, or provision of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**SECTION 5. SCRIVENER'S ERRORS.** Typographical errors and other matters of a similar nature that do not affect the intent of this resolution, as determined by the City Clerk and

City Attorney, may be corrected with the endorsement of the City Manager without the need for a public hearing or further action by the City Council.

**SECTION 6. EFFECTIVE DATE.** This resolution shall become effective immediately upon passage and adoption by City Council.

**AUTHENTICATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Christine H. Hoffman, Mayor

\_\_\_\_\_  
Molly Alleger, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
David Migut, City Attorney

# Planning Studies

- 1) Update to the Mobility Plan from 2010.
  - a. The City of Jacksonville Beach had the consulting firm of Kimly Horn draft a mobility plan in 2010. As the beach has changed and evolved, with a new focus on multi-modal infrastructure and safety, we would propose an update to the plan considering our adopted urban trail master plan, updated priorities in our Vision Plan, Comprehensive Plan, and Land Development Code. We think this update will help focus our efforts with internal infrastructure and transportation projects as well as help guide development and redevelopment in the future. As the City is substantially built out, adding traffic lanes and capacity for cars is not a viable option and would not address the increasing demand for alternative transportation options. An updated plan would better reflect the modern trends that were not anticipated in the now 16-year-old plan.
- 2) Sidewalk Inventory.
  - a. The City of Jacksonville Beach is currently adapting to increases in growth, changes in movement patterns for citizens and visitors, and increases in alternative transportation options and modes of travel. The City has an ongoing work plan for replacing aging and damaged sidewalks and has some areas that are known locations that lack sidewalk infrastructure. The City currently lacks a complete inventory of existing sidewalks, missing segments and connections, as well as current conditions of the existing network. The City anticipates the impact of this inventory to help create a sidewalk and trail maintenance and expansion master plan to help focus City dollars to areas that offer the most benefit to bicycle and pedestrian connectivity while also identifying areas that pose safety concerns. One area that would be especially beneficial is mapping any missing connections between Jacksonville Beach and Neptune Beach, where our two sidewalk networks are missing aligned segments, thus creating gaps. This is especially true as there are three schools located along the intersecting municipal boundaries.
- 3) Feasibility of a Beaches-Wide Micro Bus Service.
  - a. Based on the success of the City of St. Augustine Star Circulator program, and the success of past efforts by JTA with the Beaches Trolley, the City of Jacksonville Beach would like to conduct a study to determine the viability of a similar circulator style bus service, which could be overseen by the beach communities in Duval County. The City believes that there are a number of benefits to operating a small independent loop serve that would help

residents and visitors alike, by offering a way to travel the commercial corridor of A1A without the need to use a car and add additional trips to A1A. Additionally, there are large distances between many of the JTA bus stops along A1A, and these distances can be a barrier to ridership as those who utilize public transportation for daily commutes may have to walk substantial distances to get to a designated stop. This is especially true for the Flyer routes, which offer express direct service from the beach to strategic hubs for employment. As the City of Jacksonville Beach is focused on alternative transportation options, the possibility of a locally managed, state-supported micro-bus service such as the Star Circulator would add another tool to the City's mobility toolbox and help reduce vehicle miles on the state and local roads. Jacksonville Beach would encourage the other Beaches Communities to participate, but would be willing to limit the routes to Jacksonville Beach alone between its major commercial destinations such as the downtown commercial district and Pier to larger commercial areas such as those surrounding the JTB /202 interchange.