City of Jacksonville Beach

Agenda

City Council

11 North Third Street
Jacksonville Beach, Florida

Tuesday, September 8, 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. Regular City Council Meeting held on August 3, 2026

B. Budget Workshop held on August 10, 2026

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

A. 1. Approve the Second One-year Renewal of Bid No. 2324-05 for Crane Rental Services with Coker Industrial, under the existing contract terms and conditions; and
2. Authorize the Mayor and City Manager to execute the Second One-year Renewal

MAYOR AND CITY COUNCIL

A. Proclamation for Constitution Week

CITY CLERK

CITY MANAGER/NEW BUSINESS

A. Approve/Disapprove the City Radio System Upgrade Agreement II (SUA II) renewal with Motorola Solutions, Inc. for 2026-2032 for $913,809.66

B. Approve/Disapprove the Radio Core Infrastructure replacements with Motorola Systems, Inc., for $976,885

C. 1. Approve/ Disapprove the appointment of Gary Hawkett as a Regular Member of the Board of Adjustment to fill the remainder of Douglas Dell's term expiring on December 31, 2029; and
2. Approve/ Disapprove the appointment of Victor Melone to First Alternate of the Board of Adjustment to fill the remainder of Gary Hawkett's term expiring December 31, 2029

RESOLUTIONS

ORDINANCES

ADJOURNMENT

NOTICE

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 Regular City Council Meeting
held Monday, August 3, 2026 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Wagner provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:01 P.M.

ROLL CALL:

Mayor:	Christine Hoffman		
Council Members:	Sandy Golding	Bill Horn	Dan Janson
	Greg Sutton (absent)	John Wagner	Bruce Wouters

Also present were: City Manager Mike Staffopoulos, City Attorney David Migut, Deputy City Manager Karen Nelson, 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:

- City Council Briefing held on July 13, 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 City staff for the recent City Council retreat. She encouraged residents to attend the ongoing budget workshops, recognized the Jacksonville Beach Police Department for earning accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) for the tenth time and announced a District 2 school board candidate forum on August 6, 2026 in Atlantic Beach. She noted early voting would run August 7-16, 2026, at a new site at the Community Center at South Beach Park.

Council Member Janson echoed appreciation for City staff's work on the City Council retreat and budget workshops. He praised the City as debt-free and cited the rebuilding of several City parks, a six percent increase in the size of the Jacksonville Beach Police Department, and the completion of several infrastructure projects, all without raising the millage rate or taxes.

Council Member Horn announced he and members of the Volunteer Life Saving Corps and Jacksonville Beach Ocean Rescue would travel to Fort Lauderdale for the United States Lifesaving Association National Championships. He also praised the recent budget showcase.

Council Member Wouters wished students and educators well for the coming school year, recognized principals Mattingly, Brown, and Ledford.

Mayor Hoffman welcomed back former Council Members Steve Hartkemeyer and Cory Nichols.

COURTESY OF THE FLOOR TO VISITORS:

- Jennifer Burns, 3929 Grande Boulevard, Jacksonville Beach, spoke about application No. 26-100046.

CONSENT AGENDA:

Item A **Approve the Second One-Year Renewal of the Lease Agreement with the VLSC for the property located at 396 1st Avenue South**

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

Discussion: None.

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

MAYOR AND CITY COUNCIL:

Item A **Proclamation for Infinity Allstars Royals Cheerleading Team 2nd World Championship Title**

Mayor Hoffman read a proclamation into the record, and a video performance was shown.

CITY CLERK: None.

CITY MANAGER/NEW BUSINESS: None.

RESOLUTIONS:

Item A **Adopt/Deny Resolution No. 2219-2026 establishing the official logo and branding design for the Jacksonville Beach Lifesaving Station**

Deputy City Manager Karen Nelson introduced the item and provided background.

Ryan Karish, Captain of the Volunteer Life Saving Corps, provided additional background.

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to adopt Resolution No. 2219-2026 establishing the official logo and branding design for the Jacksonville Beach Lifesaving Station.

Discussion: None.

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

The motion passed unanimously.

ORDINANCES:

Item A **Approve/Disapprove Ordinance No. 2026-8239 on the first reading amending Ch. 20, Sec. 20-15 "Paws Dog Park," of the Code of Ordinances, to add a new subjection (c) authorizing the denial, suspension, or revocation of membership for certain persons investigated for or convicted of animal cruelty or related offenses, and schedule a second reading for August 17, 2026**

City Attorney Migut and Legal Intern Nick Chinaris introduced the item and provided background.

Mayor Hoffman requested the City Clerk read Ordinance No. 2026-8239 by title only, whereupon Ms. Alleger read the following:

"AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CHAPTER 20, SECTION 20-15 "PAWS DOG PARK," OF THE CODE OF ORDINANCES, TO ADD A NEW SUBSECTION (c) AUTHORIZING THE DENIAL, SUSPENSION, OR REVOCATION OF MEMBERSHIP FOR CERTAIN PERSONS INVESTIGATED FOR OR CONVICTED OF ANIMAL CRUELTY OR RELATED OFFENSES; PROVIDING FOR ENFORCEMENT, CODIFICATION, REPEAL OF CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE."

Motion: It was moved by Mr. Janson, seconded by Ms. Golding, to approve Ordinance No. 2026-8239 on the first reading amending Ch. 20, Sec. 20-15 "Paws Dog Park," of the Code of Ordinances, to add a new subjection (c) authorizing the denial, suspension, or revocation of membership for certain persons investigated for or convicted of animal cruelty or related offenses, and schedule a second reading for August 17, 2026.

Discussion: A discussion ensued about adjudication authority, investigation versus conviction, crimes against minors, and a potential future amendment.

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

The motion passed unanimously.

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 6:36 P.M.

Submitted by: Molly Alleger
City Clerk

Approval:

_____
Christine H. Hoffman, MAYOR

Date: _____

Minutes of Fiscal Year 2027 Budget Workshop
Monday, August 10, 2026 – 5:30 P.M.
City Council Conference Room, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL

City Manager Mike Staffopoulos called the Budget Workshop to order at 5:30 P.M.

City Council Members in attendance:

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

Also present were City Manager Mike Staffopoulos, Director of Planning and Development James Dickson, Senior Planner Christian Popoli, Building Official George Knight, Community Redevelopment Agency Coordinator Taylor Mobbs, Director of Public Works Dennis Barron, and Chief Financial Officer Ashlie Gossett.

Planning and Development
Director of Planning and Development James Dickson summarized the functions of each division within the department and outlined the department goals for FY27. Senior Planner Christian Popoli highlighted the accomplishments of the Planning, Building Inspection, and Code Enforcement Divisions and reviewed the performance measures for FY27. Building Official George Knight, Mr. Popoli, and Mr.Dickson answered questions from the Council.

Community Redevelopment Agency
Community Redevelopment Agency (CRA) Coordinator Taylor Mobbs reviewed the goals for the Downtown and Southend Districts for FY27. Mrs.Mobbs noted that the proposed budget for FY27 would be a decrease from previous years and answered questions from the Council.

Public Works
Director of Public Works Dennis Barron reviewed the department's goals for Streets, Water, Wastewater, Distribution & Collection, and Stormwater divisions for FY27. Mr. Barron spoke about recent accomplishments, highlighting the Asset Management and Work Order Ticket system developed with Information Services, as well as Lift Station construction and improvements, and completion of various downtown projects. Mr. Barron outlined the performance measures for the Public Works Department and answered questions from the Council.

The workshop adjourned at 7:45 P.M.

Submitted by: Michaela O'Banion
Operations Support Specialist

Approved:

_____
Christine H. Hoffman, MAYOR

_____
Date

CITY COUNCIL AGENDA ITEM	
TO:	Mike Staffopoulos, City Manager
FROM:	Allen Putnam, Director, Beaches Energy
DATE:	September 8, 2026
SUBJECT:	Second One-year Renewal of the Crane Rental Services Agreement

BACKGROUND

On September 3, 2024, the City awarded Bid No. 2324-05 to Coker Industrial Contracts, Inc. (CIC) for crane rental services for an initial one-year term, with the option to renew the Agreement for two additional one-year terms upon mutual agreement of the parties. The parties exercised the first one-year renewal on September 3, 2025, renewing the term from September 3, 2025, through September 3, 2026.

Crane rental services are essential to Beaches Energy Services' electric utility operations. Specialized cranes and qualified operators are required for the installation and replacement of concrete utility poles, the placement of large pad-mounted transformers, and the installation of other heavy electrical equipment. These services support the safe construction, maintenance, and restoration of the City's electric distribution system, helping ensure continued system reliability, compliance with applicable safety standards, and efficient completion of utility projects.

At the time of the original award, CIC was the sole responsive bidder. Because Beaches Energy Services had not previously contracted with CIC, the Agreement was intentionally structured with an initial one-year term to allow staff to evaluate the contractor's performance before exercising any renewal options.

During the first renewal, CIC provided satisfactory services and has demonstrated the capability, responsiveness, and reliability necessary to support Beaches Energy Services' operational requirements. Staff recommends exercising the second and final one-year renewal of the Agreement under the existing terms and conditions.

This agenda item also authorizes the Mayor and City Manager to execute the renewal.

FINANCIAL IMPACT

Crane rental services are included in the budget, no adjustments are required.

REQUESTED ACTION

1. Approve the Second One-year Renewal of Bid No. 2324-05 for Crane Rental Services with Coker Industrial, under the existing contract terms and conditions; and
2. Authorize the Mayor and City Manager to execute the Second One-year Renewal

ATTACHMENTS

1. SKM_C250i26072907490

AGENDA ITEM:	A.
MEETING DATE:	September 8, 2026

SECOND ONE-YEAR RENEWAL OF THE CRANE RENTAL SERVIES AGREEMENT BETWEEN COKER INDUSTRIAL AND THE CITY OF JACKSONVILLE BEACH

THIS SECOND ONE-YEAR RENEWAL is made on September 3, 2026, by and between the City of Jacksonville Beach, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Coker Industrial ("Coker"), to renew the Agreement for the provision of Crane Rental Services provided by Coker to the City.

WHEREAS, on September 3, 2024, Bid #2324-05 was awarded by the City Council to Coker for the provision of Crane Rental Services provided by Coker to the City (the "Agreement"); and

WHEREAS, the Agreement had an initial one-year term beginning September 3, 2024, with an option to renew the Agreement for two additional one-year periods contingent upon available funding and mutual agreement of the parties for a maximum term of three years; and

WHEREAS, on September 3, 2025, the parties entered into the First One-Year Renewal of the Agreement, renewing the term from September 3, 2025, through September 2, 2026; and

WHEREAS, the parties desire to renew the Agreement for the second and final one-year term.

NOW, THEREFORE, in consideration of the mutual covenants contained in this renewal, the parties agree:

1. The term of the Agreement for Bid #2324-05 Crane Rental Services is hereby renewed for the second and final one-year term commencing September 3, 2026, and expiring September 2, 2027.

2. All other conditions, requirements, and provisions of the specifications for Bid #2324-05 Crane Rental Services and the Agreement shall remain unchanged and in full force and effect.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON THE FOLLOWING PAGE]

SECOND ONE-YEAR RENEWAL OF THE CRANE RENTAL SERVICES AGREEMENT BETWEEN COKER INDUSTRIAL AND THE CITY OF JACKSONVILLE BEACH

IN WITNESS WHEREOF, the parties have set their hands and seal on the day, and year last written below.

CITY OF JACKSONVILLE BEACH

Christine Hoffman, Mayor

Michael Staffopoulos, City Manager

ATTEST:

Approved as to form and legal sufficiency:

Molly Alleger, City Clerk

David Migut, City Attorney

Date Signed

Coker Industrial

(AFFIX CORPORATE SEAL)

LAURA PRZYSUCHA NOTARY PUBLIC MY COMMISSION EXPIRES 2-18-2028 STATE OF FLORIDA COMMISSION NUMBER HH 480080

Kyle Coker

Print Name

President / CEO

Title

7/28/26

Date Signed

ATTEST:

Laura Przysucha

Print Name

Executive Assistant

Title

7.28.2026

Date Signed

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Thomas W. Bingham, Services Division Commander
DATE:	September 8, 2026
SUBJECT:	System Upgrade Agreement II (SUA II) with Motorola Systems, Inc.

BACKGROUND

In June 2020, the Police Department assumed sole responsibility for management of the City's radio system. In October 2020, the City Council approved to enter into a multi-year Radio System Upgrade Agreement II (SUA II) with Motorola, Inc., to provide software upgrades consistent with the platform's life cycle roadmap. That agreement is set to expire on September 30, 2026. A comprehensive review of the agreement confirmed that this upgrade process has been essential to sustaining peak performance of the radio system. Motorola has consistently delivered timely updates and software installations, ensuring continued reliability and efficiency across the system's users, including the Police Department, SCADA, Ocean Rescue, Public Works, the Fire Marshal, and Beaches Energy.

As the 2020 contract approached its expiration on September 30, 2026, the Police Department initiated a comprehensive assessment in January 2026 of the City Radio System's current condition and future operational needs. This evaluation included a review of Motorola's proposed renewal of the SUA II agreement and an analysis of capital outlay projects already identified in the City's Capital Improvement Program, with funds reserved for future replacements in alignment with the City's PAYGO funding approach. Motorola's initial proposal for the 2026–2032 SUA II agreement totaled $1,482,000, representing an approximate 135% increase over the current 2020–2026 agreement amount of $631,079.

In addition to the operating costs, critical Radio System infrastructure replacements had been part of the replacement funding established within the Capital Improvement Program, including Police Department console replacements in FY2028 ($531,602) and the Radio Tower Base Station replacement in FY2031 ($1,008,958), totaling $1,540,560. When combined with the projected operating contract costs, the City was facing a potential total investment of $2,877,663. To uphold the City's commitment to fiscal responsibility, the Police Department engaged in extensive negotiations with Motorola to identify opportunities for cost reduction prior to bringing this item forward for City Council consideration. These negotiations resulted in significant savings for the City.

Under the newly negotiated structure, the City will execute two interdependent contracts, one covering the one-time capital investment and the other covering ongoing system operations. The capital contract includes a single upfront payment of $976,885 for all scheduled hardware replacements, while the operations contract establishes annual payments over six years for system maintenance and support, with the renegotiated SUA II cost reduced to $913,809.66. Together, these agreements function as a paired structure, with each contract contingent upon the other to ensure the full maintenance life cycle and planned hardware replacements remain intact. The renegotiated terms yield $986,969 in savings for the City without any reduction in required maintenance or hardware replacement coverage.

AGENDA ITEM:	A.
MEETING DATE:	September 8, 2026

Upon the award of these contracts, the Police Department will maintain operational control of the radio system, ensure continued financial stability through predictable cost structures, and allow the City to have complete ownership and control of system infrastructure, talk groups, and configurations.

	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
SUA II	$136,046.51	$142,168.60	$148,566.19	$155,251.67	$162,237.99	$169,538.70

FINANCIAL IMPACT

The annual SUA II payment has been included in the FY2027 proposed budget.

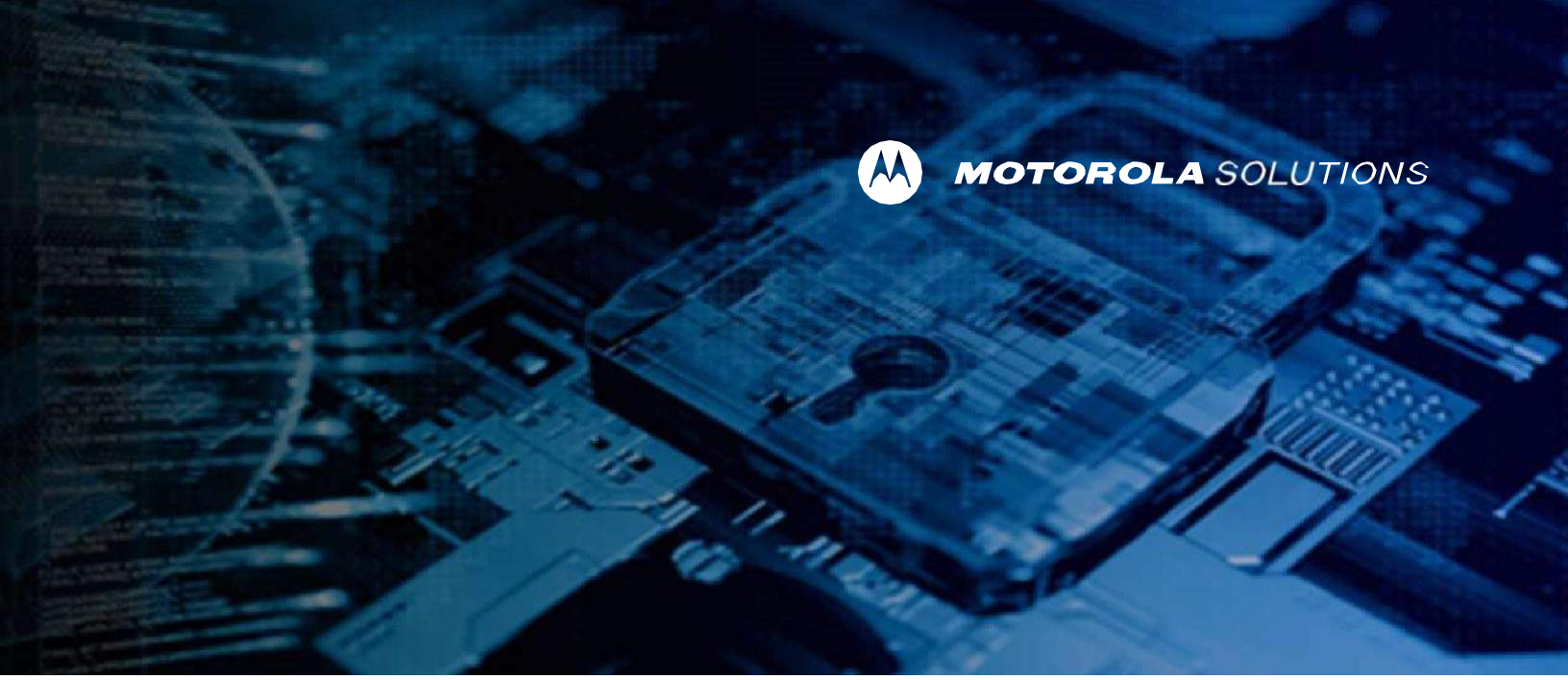
REQUESTED ACTION

Approve/Disapprove the City Radio System Upgrade Agreement II (SUA II) renewal with Motorola Solutions, Inc. for 2026-2032 for $913,809.66

ATTACHMENTS

1. Jacksonville Beach 2026-2032 SUA II
2. Jax Beach SUA II Sole Source Letter 8-31-2026

AGENDA ITEM:	A.
MEETING DATE:	September 8, 2026



City of Jacksonville Beach

System Upgrade Agreement II (SUA II) Renewal 2026-2032

July 8, 2026

Motorola Solutions, Inc.
500 W. Monroe St. Ste 4400
Chicago, IL 60991

July 8, 2025

Erin Citrullo
Jacksonville Beach Police Department 101
Penman Rd. S.
Jacksonville Beach, FL 32250

Erin Citrullo,

Motorola Solutions, Inc. ("Motorola Solutions") appreciates the opportunity to provide you with quality communications equipment and services. The Motorola Solutions' team has taken great care to propose the Astro 25 System Upgrade Agreement II (SUA II) for an additional 6-year term, succeeding the current agreement set to expire on September 30, 2026.

This proposal is valid until October 1, 2026 and is subject to the terms and conditions of the enclosed Motorola Solutions Customer Agreement ("MCA"). Jacksonville Beach may accept this proposal and its terms by providing a signed copy of the MCA. Any questions you have regarding this proposal can be directed to James Parker, Customer Support Manager at (904) 832-6947, (james.parker3@motorolasolutions.com).

Our goal is to provide Jacksonville Beach with the best products and services available in the communications industry. We thank you for the opportunity to present our solution, and we hope to strengthen our relationship by implementing this solution.

Sincerely,

Motorola Solutions, Inc.

ASTRO® System Upgrade Agreement Statement of Work

1.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, the City of Jacksonville Beach (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

1.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in **Table 1: SUA Term**. The eligible System Upgrade windows and their duration are illustrated in **Table 2: Eligible System Upgrade Window**.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in **Table 2: Eligible System Upgrade Window**. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 1: SUA Term

Duration	6 Year(s)

Table 2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
2027-2028	2029-2030	2031-2032

The methodology for executing each System Upgrade is described in Section 1.5. **ASTRO® SUA** pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

1.3 Inclusions

Refer to Table C-6: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

1.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

1.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 1.4.5 for further clarification on coverage.

1.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers

Excluded Products and Services	Examples (Not Limited To)
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

1.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

1.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

1.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

1.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

1.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

1.5 General Statement of Work for System Upgrades

1.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

1.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

1.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in **Section 1.5.1.1 Motorola Responsibilities**, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in **Section 1.5.1.1 Motorola Responsibilities**. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in **Appendix B: System Pricing Configuration**.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

1.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

1.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
    - Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

1.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.

- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

1.5.3 System Upgrade

1.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

1.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

1.5.4 Upgrade Completion

1.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

1.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

1.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or

discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

The Lifecycle Management service annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in **Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.**

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in **Table A-4: Certified High Security ASTRO® System Release Upgrade Path**s.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

Starting with the 2024 releases, Motorola is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
On-premises Main Site	1
System Level Features	
Network Management Clients	2
Security Configuration	
Firewalls	1
RF Site Configuration	
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	1
GTR 8000 Base Stations	5
Dispatch Site Configuration	
Dispatch Site Locations	1
MCC 7500 Dispatch Consoles	3
CCGWs	2
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	N/A

Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	**Software**	**Hardware Full Product**	**Hardware Board-Level**
Servers	✔	✔	
Workstations	✔	✔	
Firewalls	✔	✔	
Routers	✔	✔	
LAN Switches	✔	✔	
CirrusNode	✔	✔	
MCC 7500 Voice Processing Module	✔		✔
MCC 7500E Dispatch AIM	✔	✔	
MCC 7500E Dispatch (CommandCentral Hub)	✔	✔	
AXS PDH Client (CommandCentral Hub)	✔	✔	
SDM 3000 Aux I/O	✔	✔	
MC Edge Aux I/O	✔	✔	
GTR 8000 Base Stations	✔		✔
GCP 8000 Site Controllers	✔		✔
DSC 8000 Site Controllers	✔	✔	
GCM 8000 Comparators	✔		✔
Motorola logging interface equipment	✔	✔	
PBX switches for telephone interconnect	✔	✔	
SDM 3000 RTU	✔		✔
Conventional Channel Gateway (CCGW)	✔	✔	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✔	✔	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✔	✔	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✔	✔	

Pricing Summary

Description	Price
System Upgrade Agreement II	$136,046.51
Year 1 Total	**$136,046.51**

Description	Price
System Upgrade Agreement II	$142,168.60
Year 2 Total	**$142,168.60**

Description	Price
System Upgrade Agreement II	$148,566.19
Year 3 Total	**$148,566.19**

Description	Price
System Upgrade Agreement II	$155,251.67
Year 4 Total	**$155,251.67**

Description	Price
System Upgrade Agreement II	$162,237.99
Year 5 Total	**$162,237.99**

Description	Price
System Upgrade Agreement II	$169,538.70
Year 6 Total	**$169,538.70**

Description	Price
6-year Total	**$913,809.66**

Pricing is valid through September 25, 2026, and is contingent upon the execution of the Jacksonville Beach AXS & DBR Migration (PS-000226898). Should the City of Jacksonville Beach execute only the SUAII agreement, the 6-year agreement pricing will be $1,141,110.

Payment Terms

For Lifecycle Support Plan and Subscription Based Services:

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

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.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

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.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"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:
AI Terms
Comparison Manager
Data licensed from Motorola
Drone related Products

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

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 $913,809.66, 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. 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, and Customer will immediately notify Motorola of any 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 interoperation 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 NEGLECT; (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.

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” defined 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**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

August 31, 2026

Thomas Bingham
Services Division Commander
Jacksonville Beach Police Department
101 Penman Road South
Jacksonville Beach, FL 32250

Commander Bingham,

This justification establishes Motorola Solutions as the exclusive, sole source provider for the ASTRO 25 network infrastructure lifecycle software and hardware component upgrades. Sourcing these services directly through Motorola Solutions maintains the system's operational integrity, security compliance, and long-term investment protection based on the following proprietary and technical realities:

- Proprietary Architecture: The City of Jacksonville Beach's ASTRO 25 system relies strictly on proprietary Motorola Solutions hardware, software components, and centralized architectural design. To ensure complete network integrity and seamless infrastructure alignment, lifecycle software upgrades must be engineered and delivered directly by Motorola Solutions.
- Exclusive Availability: The specialized features of the SUA II contract are proprietary offerings available only directly through Motorola Solutions. These lifecycle support services are not authorized for sale, distribution, or third-party implementation through our standard dealer network.
- Certified Technical Expertise: Sourcing lifecycle upgrades from an uncertified vendor introduces critical risks to mission-critical first responder communications. Only factory-trained Motorola Solutions engineers possess the certified technical training and proprietary system testing databases required to safely execute infrastructure upgrades.

Motorola Solutions remains fully committed to ensuring that the City of Jacksonville Beach's public safety communications platform remains highly secure, optimized, and fully operational for its critical communications.

If you have any questions, please do not hesitate in contacting me.

Thank you,

James Parker

James Parker
Customer Support Manager Team Lead
Motorola Solutions, Inc.
james.parker3@motorolasolutions.com
904-832-6947

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Thomas Bingham, Services Division Commander
DATE:	September 8, 2026
SUBJECT:	Radio Core Infrastructure Replacements with Motorola Systems, Inc.

BACKGROUND

In June 2020, the Police Department assumed sole responsibility for management of the City's radio system. In October 2020, the City Council approved to enter into a multi-year Radio System Upgrade Agreement II (SUA II) with Motorola, Inc. to provide software upgrades consistent with the platform's life cycle roadmap. That agreement is set to expire on September 30, 2026. A comprehensive review of the agreement confirmed that this upgrade process has been essential to sustaining peak performance of the radio system. Motorola has consistently delivered timely updates and software installations, ensuring continued reliability and efficiency across the system's users, including the Police Department, SCADA, Ocean Rescue, Public Works, the Fire Marshal, and Beaches Energy.

As the 2020 contract approached its expiration on September 30, 2026, the Police Department initiated a comprehensive assessment in January 2026 of the City Radio System's current condition and future operational needs. This evaluation included a review of Motorola's proposed renewal of the SUA II agreement and an analysis of capital outlay projects already identified in the City's Capital Improvement Program, with funds reserved for future replacements in alignment with the City's PAYGO funding approach. Motorola's initial proposal for the 2026–2032 SUA II agreement totaled $1,482,000, representing an approximate 135% increase over the current 2020–2026 agreement amount of $631,079.

In addition to the operating costs, critical Radio System infrastructure replacements had been part of the replacement funding established within the Capital Improvement Program, including Police Department console replacements in FY2028 ($531,602) and the Radio Tower Base Station replacement in FY2031 ($1,008,958), totaling $1,540,560. When combined with the projected operating contract costs, the City was facing a potential total investment of $2,877,663. To uphold the City's commitment to fiscal responsibility, the Police Department engaged in extensive negotiations with Motorola to identify opportunities for cost reduction prior to bringing this item forward for City Council consideration. These negotiations resulted in significant savings for the City.

Under the newly negotiated structure, the City will execute two interdependent contracts, one covering the one-time capital investment and the other covering ongoing system operations. The capital contract includes a single upfront payment of $976,885 for all scheduled hardware replacements, while the operations contract establishes annual payments over six years for system maintenance and support, with the renegotiated SUA II cost reduced to $913,809.66. Together, these agreements function as a paired structure, with each contract contingent upon the other to ensure the full maintenance life cycle and planned hardware replacements remain intact. The renegotiated terms yield $986,969 in savings for the City without any reduction in required maintenance or hardware replacement coverage.

AGENDA ITEM:	B.
MEETING DATE:	September 8, 2026

Upon the award of these contracts, the Police Department will maintain operational control of the radio system, ensure continued financial stability through predictable cost structures, and allow the City to have complete ownership and control of system infrastructure, talk groups, and configurations.

FINANCIAL IMPACT

Monies have been set aside in the General Capital Projects Fund, Radio Replacement Reserve and the budget in account 315-00-0000-521-63-563000 will be adjusted at yearend.

REQUESTED ACTION

Approve/Disapprove the Radio Core Infrastructure replacements with Motorola Systems, Inc., for $976,885

ATTACHMENTS

1. City of Jax Bch - AXS DBR Proposal
2. Jax Beach SUA II Sole Source Letter 8-31-2026

AGENDA ITEM:	B.
MEETING DATE:	September 8, 2026

Jacksonville Beach, City Of

Proposal

Jacksonville Beach PD AXS & DBR Upgrade

Eric Lazo **(239) 776-8143** **eric.lazo@motorolasolutions.com**

PS-000226898

MOTOROLA SOLUTIONS

Motorola Solutions, Inc
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

July 8, 2026

Jacksonville Beach, City Of
11 3rd Street North
Jacksonville Beach, FL 32250

RE: Jacksonville Beach PD AXS & DBR Upgrade

Dear Erin, Citrullo,

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the City of Jacksonville Beach quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, the proposal includes the following solutions:

- CommandCentral AXS Consoles and ASTRO D-Series M12 P25 Radio Site Migration

Motorola Solutions' proposal is subject to the terms and conditions of the Sourcewell Contract # 020625-MOT. This proposal shall remain valid through September 25, 2026. The City of Jacksonville Beach may accept this proposal by delivering to Motorola the signed Products Agreement and issuing a purchase order referencing this proposal. Any questions can be directed to your Motorola Account Executive, Eric Lazo, at (239) 776-81423.

We thank you for the opportunity to furnish the City of Jacksonville Beach with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Daniel Sanchez
Territory Vice President – Florida and Georgia
Motorola Solutions, Inc.

Table of Contents

CommandCentral AXS Dispatch Console

Overview

Motorola Solutions, Inc's (Motorola) CommandCentral AXS Dispatch Console reduces the barriers between systems in Customer's dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set and a mission-critical IP network for transporting information and calls throughout the system.

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways (additional fees may apply depending upon feature and hardware additions):

- Next Generation Dispatch Experience – The solution responds to touch, type or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive configuration options, flexible deployment configurations and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- Purpose-Built Dispatch Console Accessories – Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

Integration with the ASTRO® 25 Network

The proposed dispatch console seamlessly integrates into Customer's ASTRO® 25 system for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to the Customer. The physical space to accommodate the proposed console is comparable to that required for a personal computer.

The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

Connection to ASTRO® 25 System

The ASTRO® 25 system's architecture is flexible and can be configured to meet Customer's unique needs.

Single Site Link

A single-site gateway will provide an interface that handles the following IP traffic between the dispatch center and Customer's ASTRO® 25 system's core site:

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

The site gateway fragments and prioritizes large IP packets according to industry standards, and converts Ethernet data to the desired transport medium.

LAN Switches

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

Making Consoles Easy to Operate

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

Next Generation Dispatch Experience

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

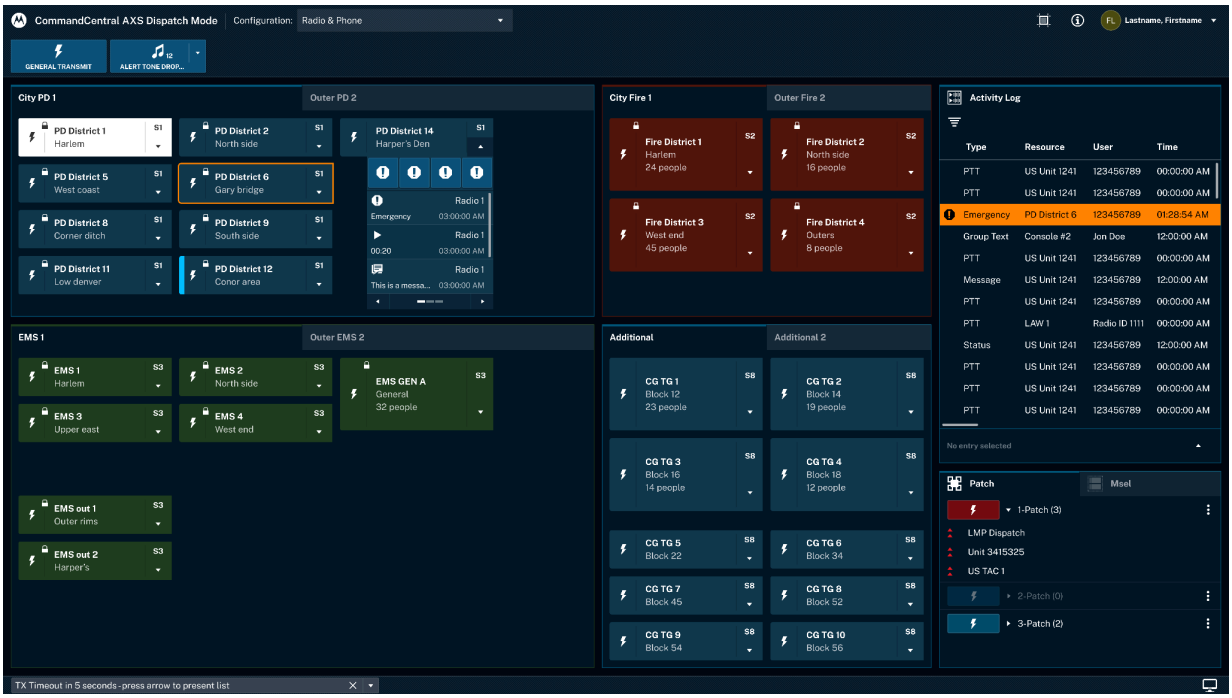


Figure: Next Generation Dispatch Experience

CommandCentral AXS features flexible window positioning and capabilities for quick and efficient access to services such as:

- Activity Log – Provides an efficient point of reference for all incoming calls into a dispatch console , showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- Paging – Allows users to send user configured pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources.
- Patch Capabilities – Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources and conventional resources.
- Alert Tones – Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch console software, but any combination of these default files may be replaced with user configured.wav files to meet specific needs.
- Channel Marker – Enables dispatchers to send a periodically repeating piece of audio on radio resources to meet the specific needs.

Cross Platform Dispatch Capabilities

This solution is designed to take full advantage of Motorola's end-to-end software suite, CommandCentral. These cross platform integrations enhance the dispatch capabilities of CommandCentral AXS.

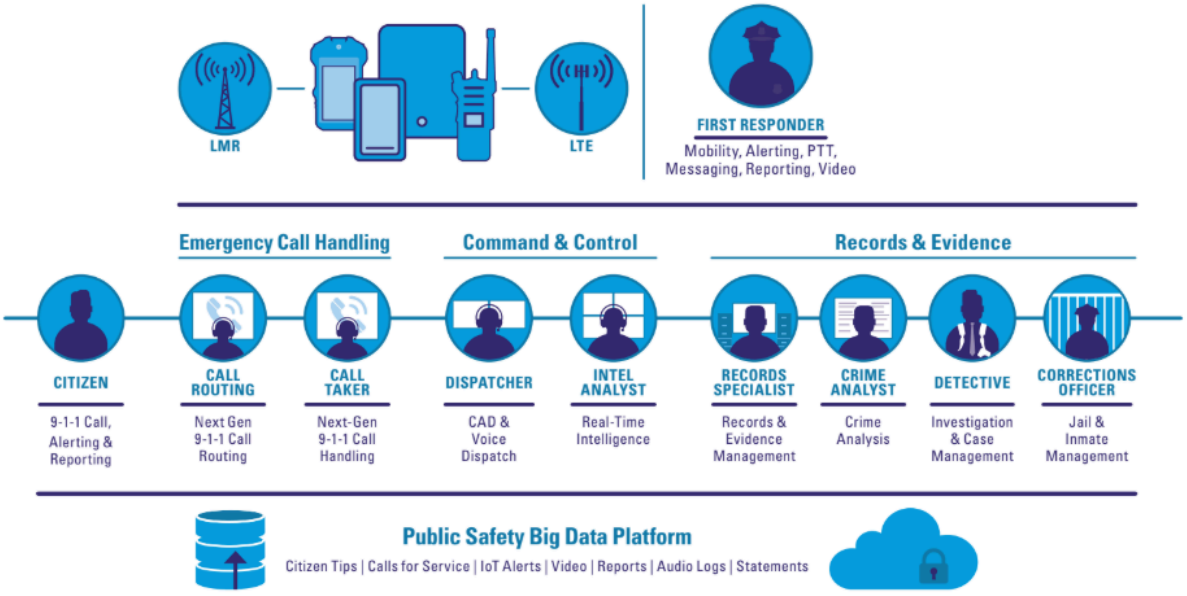


Figure: Motorola's End-to-End Portfolio

CommandCentral AXS is an integral part of our end-to-end portfolio, providing greater interoperability and support for Customer's current and future investments. As needs grow and change over time, this solution's flexible integration capabilities evolve to satisfy new demands. This adaptability also enables dispatchers to be effective with the integrations and capabilities they need.

Headset Sharing

CommandCentral AXS supports Headset Sharing, which enables a dispatcher to use a common headset for both radio and 911 communications and to quickly access basic 911 call taking functionality from CommandCentral AXS. This improves the dispatcher's efficiency and accuracy when they have to concentrate on the radio dispatch GUI while handling 911 calls.

Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a

set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

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

Initiating Calls to the Field and Other Dispatchers

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

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

Audio Communication to the Field and Other Dispatchers

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

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

Controlling Console Audio

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

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on

a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.

- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

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

Emergency Radio Transmission and Reception

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

Receiving an Emergency Call

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

Responding to an Emergency Call

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

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

Ending an Emergency Call

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

Radio Patch Control

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

Setting up a Standard Patch

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

Predefined Patches

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

Call Management and Control

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

Automatic Prioritization of Calls

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

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

Manual Prioritization of Calls

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

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

Using the Multi-Select Feature

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

Standard Call Indications

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

Call Alerting

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

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

Enhanced Integrated Instant Recall Recorder (IRR)

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

Protecting Consoles and Communications

The console enables end-to-end encryption from the dispatcher to the ASTRO® 25 network, so that Customer's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to- end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

The AXS Console supports multiple encryption algorithms (AES, DES-OFB, and/or ADP) and multiple secure keys.

The dispatchers may talk and listen on radio resources which have different encryption algorithms without any manual intervention or delay.

The key material for performing audio encryption and decryption is stored locally on the console. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

Key Management via Key Variable Loader (KVL)

Key management via a key variable loader (KVL) feature provides the ability to manage all the keys for an AXS Console or archiving interface server using only a KVL.

Incorporating Console Configuration and Management

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define

exactly which resources are available and how they are presented to the dispatcher. This provides Customer with a single point for configuring and managing the entire ASTRO® 25 system. Changes are automatically distributed throughout the system.

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

Software Developer Kit

To aid in the integration of the console system with the CAD system, Motorola may license a Software Developer Kit (SDK) that contains all information necessary to enable access and use the APIs described above. The SDK's manuals document the supported dispatch APIs, including access to various dispatch features, configuration information, and aliasing information.

The SDK also includes various files needed by software developers as they create applications that use the APIs.

All SDK licensing fees and software development costs associated with CAD integration with the AXS dispatch console through APIs are the responsibility of the 3rd party developer selected by Customer. Depending upon the vendor's implementation, additional equipment may be required such as firewalls or a dedicated console position, which are not included in this proposal. Shared or multi-agency systems may have policies in place that restrict some vendor implementations. For more information, please review the API Developer Considerations document.

Dispatch Console Solution Components

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

The console connects directly to the radio system's IP transport network. Audio processing, encryption, and switching intelligence for dispatch are performed within each software- based dispatch position without additional centralized electronics.

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

CommandCentral AXS Dispatch Console Operator Position

The dispatch position supports multiple peripheral accessories, including a USB microphone, USB headset, and USB footswitch. The following list describes the components included in the proposed configuration.

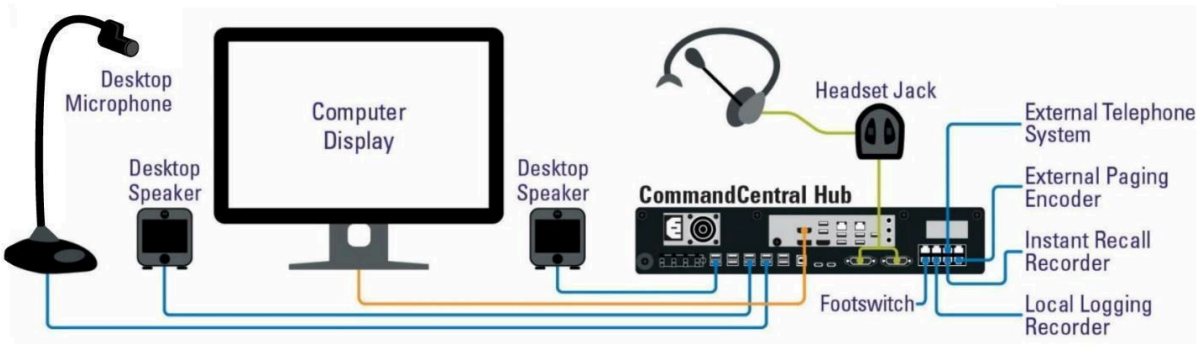


Figure: CommandCentral AXS Dispatch Console Accessories Example

Computer Display

The dispatch position will use a 24” non-touchscreen Computer Display.

B1956 CommandCentral Hub (CC Hub)

The CommandCentral Hub (CC Hub) is the platform on which the CommandCentral AXS Dispatch Console operates. The CC Hub contains a number of analog inputs and outputs for connecting various peripheral devices as well as a workstation class computer motherboard.

The PC that is internal to the CC Hub will be programmed with a Microsoft Windows based operating system (OS) image developed for the dispatch application.

Desktop Speakers

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

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio. Two headset jacks per position are included.

Headset

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

Footswitch

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

Telephone/Headset Interface Port

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

External Paging Encoder Port

The external paging encoder port provides a connection for an optional external tone paging encoder to provide tone paging services via the dispatch console. Analog paging tones generated by the encoder are transmitted by the dispatch console on the selected trunked and/or conventional radio resource(s).

Local Logging Recorder Port

As an alternative or supplemental approach to an audio logging subsystem, the analog output port on the CommandCentral Hub allows an optionally available external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The analog output port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.
- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

Private Aux I/O Port

The dispatch console supports four Private Aux I/O relays located on the CommandCentral Hub of the dispatch position. Each relay can be configured to support any one of the five functions or it can be configured to be unused.

- Call on Selected Channel
- Op PTT
- Emergency Beacon
- Activate Private Relay when Public Aux I/O is Active
- Select Phone Off Hook Relay

Redundant Ethernet Connection

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

Console Configuration

Customer's Proposed Configuration

Number of Dispatch Consoles and Locations

The CommandCentral AXS dispatch console consists of the CommandCentral Hub running on a WindowsOperating System, while the GUI is displayed on the Edgeweb browser. The proposed solution provides Customer with the following dispatch consoles at the indicated locations:

Number of AXS Dispatch Consoles	Location Name
3	Jax Beach Dispatch

Dispatch Console Hardware

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

The CommandCentral AXS dispatch console features the following hardware elements:

- CommandCentral Hub
- 24” Non-touchscreen Monitor
- Speakers
- Microphone
- Headset jack box
- Footswitch

AXS Services

AXS support services are aligned with the MCC7500E support services.

Migrating from the MCC 7500 Series

As the replacement console for the MCC 7500 series, AXS technology makes new enhancements and integrations possible.

Motorola will work closely with the Customer to ensure a smooth migration to the new system.

High-Level Cutover Plan

In order to transition from customers' existing MCC7500 dispatch consoles to CommandCentral AXS, the customer and Motorola Solutions will collaborate to develop a final system migration and cutover plan. This plan, when executed precisely, will allow users to transition smoothly with minimal disruption of service to the system.

It is not the purpose of this document to present the final plan, but rather to identify the key components that will be transitioned, to highlight the challenges associated with those transitions, and to present recommended directions and solutions for each one of the key components.

The final detailed plan will be developed as a joint collaboration between Motorola Solutions, the customer's technical team, and the individual system users or their representatives.

Phase I - Pre-Cutover Preparation

Preparation Work

- Confirm that space and power is available for new equipment to be installed in parallel with the existing equipment at the dispatch operator position, as well as in the equipment room (if applicable).
- Confirm at the dispatch site that network switch ports are available to install new equipment in parallel with the existing equipment.
- Install and configure new equipment.
- Motorola to work closely with the City of Jacksonville Beach to plan the steps and timing of the cutover process. Cutover can be performed one position at a time, one agency at a time, etc., in a manner that works best for the City of Jacksonville Beach. If power and switch port availability is not sufficient to power and connect both the existing MCC console positions and the new AXS positions at the same time then the cutover will need to occur position by position.

Pre-Cutover:

- Develop templates for console programming
- Work with personnel to finalize the dispatch user interface
- Customer to inform personnel of the cutover date/time

Phase II - Cutover Execution

Phase II of the plan is where the execution of the pre-defined plan in Phase I takes place. A second review of responsibilities, steps, actions and contingencies should take place immediately before execution of the cutover.

Day(s) of Cutover

- Verify that all components and cables required are present
- Perform the migration of the first MCC operator position after approval from the Customer, i.e., turn off the MCC Op and replace it with the new AXS position.
- Motorola will verify the operation (GUI setup, console operations, and wide area connectivity to the ASTRO System) of the AXS position.
- Motorola discovers new equipment in UEM.
- Motorola watches for abnormalities.
- Dispatchers to test and confirm normal communications have been restored.
- Dispatchers resume normal operation using the AXS console.
- Motorola performs UNC and UEM updates and verifications.
- Conduct acceptance test procedures with the new AXS dispatch console. Troubleshoot as necessary.
- Dispatchers start using the new AXS position.
- Motorola will follow this procedure for subsequent MCC operator positions and replace them with AXS consoles.
- Confirm dispatch site links are up. At a coordinated time, disconnect the GCP 8000 from the site switch. (Start loss of fallback capability.)
- Verify proper operation with personnel
- Customer to verify the solution with the existing logger and any other subsystems
- End of cutover.
- Repeat process for each site/agency as coordinated in Phase I.

Phase III - Post Cutover

After the successful execution of the cutover plan, post-cutover activities can be commenced to remove the components that are no longer needed for the operations of the new system. The removal of these components will be executed with no disruption to operations of the upgraded ASTRO 25 system as agreed in the statement of work.

These components include:

- Legacy MCC 7500 console equipment at the Customer Dispatch Center.
- Resolve punch list items

Removal of any legacy system equipment will be at the approval of the Customer.

ASTRO D-Series M12 P25 Radio Site

Overview

Mission-critical communications is a priority to your needs, and modern radio sites are a key component to delivering on that need. Available in either an open rack or cabinet configuration, the D-Series M12 Radio Site integrates the key ASTRO radio site components into a single unit. Built on the flexibility of modern hardware and software architectures, the D-Series M12 is designed to minimize downtime, and provide operation while allowing for cybersecurity updates.

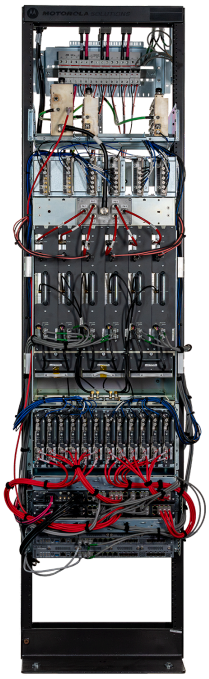
The DBR M12 contains the site processors, transceivers, RF distribution systems and DC power distribution for up to 12 carriers (up to 11 FDMA and 22 TDMA talkpaths excluding the FDMA control channel) in a single rack. Multiple racks of up to three (3) can create a site with up to 28 site repeater carriers or 30 simulcast carriers. DBR M12 sites can support up to 12 carriers per transmit antenna and up to 30 carriers per receive antenna.

The D-Series M12 can support both 700 MHz and 800 MHz frequency bands. Channels from each band can be integrated into the same cabinet, sharing one antenna or be directed to separate antennas. The D-Series M12 is supported on ASTRO 25 Systems starting with the A2021.x release.

Proposed Configuration

For this proposal, we are proposing the following D-Series M12 configuration:

- **Rack 1: 5 trunking and 1 conventional channel feeding transmit antenna 1**



Improving Uptime

The D-Series M12 is designed to minimize downtime from failure, maintenance or site updates. The D-Series M12 can dynamically allocate resources across available hardware, thereby improving resiliency and overall uptime. Site Controller applications are deployed in pairs so that a redundant component can take over functions if needed. The major hardware components of the D-Series M12 are hot swappable to minimize repair disruptions.

The multicarrier amplifier bank amplifies all channels simultaneously from a pool of amplifier resources. Upon a Power Amplifier (PA) module failure, the remaining PA modules can continue to service the channels. And depending on the configuration and transmit power requirements, this can be with no loss in channel capacity or no more than one (1) channel lost.

Transmit Output Power

Due to the nature of the multicarrier amplifier architecture, the D-Series M12 Site can deliver varying levels of output power (measured at the top of the rack) depending on the number of channels that are tied to a single Tx antenna. With the original release of the D-Series M12 Multicarrier Site in August 2024, the maximum power output was capable of 40 watts. Subsequent configurations were released to allow high power outputs, with the tradeoff of limited channel capacities per Tx antenna. This proposal includes the high-power variant capable of 51-70W depending on the configuration.

Simplifying Ownership

Offering up to 12 carriers per rack, the DBR M12 can reduce the impact on space-constrained sites and ease channel expansions within the capacity of the unit. The built-in Radio Frequency Distribution System (RFDS) of multicouplers, preselectors and filters connects the DBR M12 to the receive and transmit antennas. With a narrow adjacent frequency spacing requirement of only 50 kHz, the DBR M12 offers greater flexibility than typical 150 kHz equipment, easing frequency acquisition where spectrum availability is an issue.

The DSC 8500 Site Processor provides a single point of connectivity for all of the D-Series M12 components at the site. Configuration, fault management, and software upgrades are managed at the site level, rather than addressing each component individually. This provides a streamlined, intuitive user experience.

Modernizing Cybersecurity

The D-Series M12 is designed to offer protection against an ever-evolving threat landscape following recommendations of the NIST Cybersecurity Framework guidelines to help identify and detect cyber-attacks, and then how to respond, prevent and recover from such events.

- Hardened Operating System (Red Hat Enterprise Linux)
    - STIG-compliant hardening, aligned to defense-grade security standards.
    - Predictable, quarterly patching cycles with Security Update Service (SUS) / Remote Security Update Service (RSUS) coverage to keep your defense proactive and current.
- Access Control and Auditability
    - Comprehensive logging and auditable trails for all configuration changes, supporting strict compliance and forensic analysis.
    - Proactive security with system alarms that alert administrators to misconfigured settings, such as unchanged default passwords.
- Data Resilience and Integrity
    - Hardware-secured protection for cryptographic keys and secrets via the Trusted Platform Module (TPM), designed to prevent unauthorized access.
    - Built-in support for VLANs providing network segmentation, limiting lateral movement in the event of a breach.
- Future-ReadyPlatform for Evolving Threats
    - This robust platform readily accommodates the integration of new security features and capabilities.

Key D-Series M12 Components

DSC 8500 Site Processor – The site processor contains and runs the software used throughout the radio site, including the site controller and base radios. Connections to the base radio transceivers and PAs are provided via the integrated IP switch which has additional capacity for connecting external RF equipment at the site such as conventional stations.

Multicarrier Amplifier Bank – The D-Series M12 pools PA resources into a multicarrier amplifier bank. PA resources within this bank can be sized to provide ample power for the active carriers as well as additional capacity to cover for a PA failure in many channel configurations. The bank dynamically amplifies all channels simultaneously. The multicarrier amplifier bank replaces traditional cavity combiners.The overall result is a small and power efficient system, resilient to failure without the need for periodic combiner tuning.

AC Power System (Optional) – The AC power system is a modular design. Utilizing an N+1 redundancy scheme, the number of modules is sized to meet the power needs of each DBR M12 configuration. The loss of an AC circuit to the DBR M12 unit will not result in the loss of channel capacity

High-Level Cutover Plan

This is a high level, preliminary cutover plan based on Motorola's recommendation and best practices. If modifications to this plan are required it can be completed and memorialized during the contract design review (CDR) phase of the project implementation.

The proposed D-Series M12 configuration will re-use the existing site network equipment and antenna/ systems. It will also maintain the same Site ID and IP plan of the existing site. This will allow for minimal system impact and down time.

Preparation Work

- New D-Series M12 installed in parallel to existing G-Series Site equipment.
- Initial configuration complete on M12 for site specific identifiers, frequencies, and any operational features/requirements.
- Prepare antenna line jumpers as needed for connection to D-Series equipment, as the connector types are likely different.
- Floor plans and rack placement have been identified for each shelter.

Day of Cutover: Pre-Cutover Tasks (~30 min window)

These cutover tasks will be executed prior to and as close to the cutover event as possible. In addition to the purpose of verification, certain tasks are intended to hasten the cutover event and reduce downtime.

- Confirm states of new DSC 8500s
- Prepare the Unified Event Manager (UEM)

Day of Cutover: Live-Cutover and Post-Cutover Tasks (~4 hour window)

- Dispatchers inform field users of site outage and any expected coverage impact.
- Disconnect antenna from G series equipment.
- The output power will be measured at the top of the G-Series rack as a base line for the existing equipment. After installation and optimization, power will be measured at the top of the rack for D-Series M12 equipment to confirm equal or higher power.
- Sweep antenna system. A report will be generated based on these sweeps and any abnormalities will be highlighted. As needed, recommendations will be provided for any remediations.
- Connect antenna lines to D-Series equipment.
- Move the LAN connection on the existing site router(s) from the G series equipment to the new D-Series M12 equipment.
- Motorola discovers new equipment in UEM.

- Confirm that the site is operational and test that all channels are functional.
- Motorola watches for abnormalities.
- Dispatchers to test and confirm normal communications have been restored.
- Dispatchers report to field users that the system is back to normal state.
- Motorola performs UNC and UEM updates and verifications.
- End of cutover.

Decommissioning

After an agreed upon timeframe, the legacy G series equipment will be powered down and removed from the site.

Implementation Statement of Work

Overview

This Statement of Work (SOW) describes the deliverables to be furnished to the City of Jacksonville Beach. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and City of Jacksonville Beach to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and City of Jacksonville Beach during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions and City of Jacksonville Beach.
- A preliminary implementation timeline.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

Responsibility Matrix

Motorola will use a phased approach for successfully implementing the City of Jacksonville Beach's system.

These phases are broken down by:

- Project Initiation
- System Installation
- System Optimization And Testing

Tasks	Motorola Solutions	Jax Beach
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	**X**	**X**
Assign a Project Manager as a single point of contact.	**X**	**X**
Assign resources.	**X**	**X**
Schedule project kickoff meeting.	**X**	**X**
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	**X**	**X**
Set up the project in the Motorola Solutions information system.	**X**	
Record and distribute project status meeting minutes.	**X**	
Maintain responsibility for third-party services contracted by Motorola Solutions.	**X**	
Complete assigned project tasks according to the project schedule.	**X**	**X**
Submit project milestone completion documents.	**X**	
Upon completion of tasks, approve project milestone completion documents within 7 to 10 business days.		**X**
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	**X**	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	**X**	**X**
Present project scope and objectives.	**X**	
Review SOW responsibilities and project schedule.	**X**	**X**

Tasks	Motorola Solutions	Jax Beach
Schedule Design Review. Customer Design Review will take place within 14 days of contract execution.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present the preliminary installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.		X
Provide all approvals required to add the proposed equipment at the proposed sites		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Provide all necessary FCC licensing. Assumes no changes to the City's current frequencies and licenses are required.	X	
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	

Tasks	Motorola Solutions	Jax Beach
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN, and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
DBR System Staging - Not Customer Witnessed & only the DBR Site Equipment will be staged.		
Ship all equipment needed for staging to Motorola Solutions' factory for staging.	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the DBR solution equipment as it will be configured in the field at the site.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	

Tasks	Motorola Solutions	Jax Beach
Perform factory functional acceptance tests of system features	X	
Conduct site and system level testing.	X	
Pack and ship the racked equipment to the field to finalize staging of equipment.	X	
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide a secure, temperature-controlled location for solution equipment.		X
Pack and ship solution equipment to the identified, or site location.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
D-Series Remote Site Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Verify backhaul connectivity and associated equipment (such as MPLS) for all sites to meet latency, jitter, and capacity requirements. These may include dedicated phone circuits, microwave links, or other types of connectivity.	X	
Provision and wiring of additional AC circuits/feeds/breakers/receptacles, and cover any upgrade of the amperage of the utility service into the proposed facility, where needed.		X
If found to be necessary, provide tower stress analysis and upgrade any towers necessary to support the proposed equipment. System design assumes no new antennas or transmission lines are required so a tower stress analysis report should not be required.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Prepare drawings showing the layout of new and existing equipment.		X
Configure the ASTRO 25 system to support the new RF site.	X	
Integrate the new RF equipment into the system to ensure proper operation.	X	

Tasks	Motorola Solutions	Jax Beach
Perform functionality test of the RF site as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Remove existing equipment and provide it to the customer.	X	
Store or dispose of existing equipment.		X
Deliverable: Remote site equipment installation completed.		
Console Installation and Configuration - AXS Migration		
Provide console furniture and make room for new console installation.		X
Verify backhaul connectivity between the Console site and ASTRO System Core.	X	
Verify existing Ethernet cables between Console positions and backroom equipment are in good condition. Motorola will review the results with the Customer.	X	
Verify there are adequate UPS and/or power receptacles available at each console position. Motorola will review the results with the Customer.	X	
Provision and wiring of additional AC circuits/feeds/breakers/receptacles, and cover any upgrade of the amperage of the utility service into the proposed facility, where needed.		X
Verify the backroom equipment, including switches, routers, CCGWs, AUX I/Os, loggers, and their related equipment to ensure they exist and are in good condition.	X	
Connect the console to circuit demarcation points.	X	
Install the proposed equipment at each location, as defined by the equipment list and system description.	X	
Install peripheral console equipment as mentioned in the system description in accordance with R56 standards and state/local codes where applicable.	X	
Develop up to three (3) templates for console programming.	X	
Perform console programming and configuration.	X	

Tasks	Motorola Solutions	Jax Beach
Provision Consoles on the existing ASTRO System.	X	
Perform functionality test of the consoles as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Remove outdated equipment.		X
Store or dispose of outdated equipment.		
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and reoptimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	

Tasks	Motorola Solutions	Jax Beach
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
AXS Console Training		
Finalize schedule for training coursework.	X	
Provide a training facility and at minimum one (1) AXS console for the sole purpose of training during the training courses.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan.	X	X
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		X
Provide programming of user radios and related services (i.e. template building, re-tuning, testing, and installations), as needed, during cutover period.	X	
Conduct a cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for the cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X

Tasks	Motorola Solutions	Jax Beach
Cutover users and ensure that user radios are operating on the system.		X
Resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list items.		X
Deliverable: Migration to new system completed, and punch list items resolved.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system. This will include the following: Site Block Diagrams. Site Floor Plans. Site Equipment Rack Configurations. Antenna Network Drawings for RF Sites (where applicable). ATP Test Checklists. Functional Acceptance Test Plan Test Sheets and Results. Equipment Inventory List. Console Programming Template (where applicable). Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions

The following assumptions remain in need of review and verification as of the submission of this proposal. These assumptions affect the scope of responsibilities to ensure ancillary systems and facilities are fully prepared to support the solution contained in this proposal. Motorola will work with the customer to determine the validity of these assumptions and determine the increased scope for which Motorola and/or customer is responsible. Should the customer prefer Motorola to assume responsibility for the increased scope, Motorola will prepare and submit to customer a revised proposal or change order reflecting the revised scope, cost, and project implementation.

Motorola has made several assumptions in preparing this proposal, which are noted below. To provide a firm quote Motorola will need to verify all assumptions or seek alternates if any are invalid.

- A Performance Bond is not required.
- Union Labor is not required.
- Prevailing Wages are not required.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Assumes reuse of the existing antennas and transmission lines at the RF site.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
    - Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
    - Assumes reuse of the existing antennas and transmission lines on the customer’s tower. Proposal does not include any new antennas or transmission lines.
- Frequencies for the system shall remain the same. Assumes the customer’s existing FCC licensing is active and in good standing.
- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided

equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should your system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

- MSI has included a 6th trunked DBR channel in the equipment list to account for Jacksonville Beach's existing co-located conventional channel.
    - Please note, that conventional DBR channels are not currently available (projected for release in Q2 of 2027) and conventional channels cannot share the same TX antenna network as DBR trunking channels.
    - Since the final design for DBR conventional channels has yet to be released, MSI may need to adjust pricing and deployment costs in the future to account for the 6th conventional channel in the DBR equipment rack.
    - Currently, for a conventional channel to be colocated at a DBR site requires installing an additional TX antenna and using a standalone base station (like a GTR) for the conventional channel.
- AXS Console training is included in this proposal. No other training is included. AXS Console training costs assume the following:
    - Training will be MSI instructor led and will occur at the City of Jacksonville Beach Dispatch site.
    - The City will make at minimum one (1) AXS console position available solely for the purposes of training during the training course(s).
    - Training will be provided for no more than three (3) Supervisors and ten (10) Dispatchers. If the City would like to adjust the quantity of Supervisors and/or Dispatchers that are to receive training then MSI will be happy to requote.
- Motorola Solutions will not perform any work on non-Motorola Solutions owned equipment.
- AXS Migration Assumptions:
    - Motorola assumes installation of the AXS to be similar to the MCC configuration. MCC7500x console templates and layouts can be reused to create similar AXS console template layouts. Any additional enhancement can be accommodated via a change order or an updated quote if necessary.
    - Subscriber Reprogramming Efforts are not part of the scope of work.
    - Any existing Console Alias Manager (CAM) will be reused with new AXS consoles.
    - This proposal does not include any new racks. The existing rack will be used for the new site controller to replace the existing controller.
    - No new console expansion licenses are included. Existing will be reused.
    - This proposal does not include any new consolettes, antennas, or lines.
    - No new logging recorder or interface equipment is provided as part of this proposal. Should the logging solution need any configuration changes, hardware, or software updates, it will be the customer's responsibility.

    - This proposal does not include the replacement of any remote operator positions (laptops).
    - Motorola has not made any provisions in its design for connection of third–party systems to its dispatch hardware, which includes but is not limited to:
        - Computer Aided Dispatch (CAD)
        - FSA system
    - The Customer is responsible for providing a high-speed internet connection for downloading the software updates directly to the CommandCentral AXS Dispatch Console subsystem, if needed.
- D-Series RF Site Migration Assumptions:
    - Existing antenna systems and lines are assumed to be in good working order and will be reused with the new D-Series P25 RF sites. No new antennas or antenna lines are included in this proposal. Existing antennas and line will be swept from the ground to evaluate them. Findings of this sweep testing will be discussed with the customer.
    - Assumes the new D-series RF site equipment will reuse the existing TRAK equipment.
    - Sufficient space exists at each trunking RF site to allow for the addition of the new D-Series P25 radio site rack(s) while the existing equipment continues operation. Lack of sufficient space will require a temporary shelter or temporary placement of equipment to accommodate the new radio equipment. This may increase the outage at the site during cutover.
    - Interfacing to 3rd party equipment or applications is not a part of this proposal.
    - No training is included.
    - No fleetmapping services are included in this proposal.
    - There is no coverage guarantee, nor any coverage measurements included in this proposal.

Field Acceptance Plan

AXS Console Migrations - Field Acceptance Test Plan

Acceptance Test Plans

- The following tests will be conducted on the AXS consoles to demonstrate the functionality and performance:

- Active Microphone Selection
- CC HUB Redundant Network Interface Options (if applicable)
- CC HUB Local AuxIO
- Emergency alarm and Call Display Description
- Enable Minimum Volume Control
- Instant Recall Recorder (IRR) Operation
- Trunking Private Call
- Trunking Secure Private Call
- Activity Log
- Console Priority
- Talkgroup Patch
- Talkgroup Patch - Secure
- Talkgroup Selection and Call
- Talkgroup Selection and Call - Secure
- Default Alert Tones available for Transmission

Excluded Testing

- Component Level Testing: Each component of the system undergoes testing at the point of manufacture of that component. The FAT is concerned with testing overall system level functionality and performance and component level testing is not replicated during the FAT.
- EMC Compliance: EMC regulatory compliance has been established at component level, and the FAT will not measure EMC behavior.
- Capacity or Loaded System Performance: Testing to ensure that the system meets its capacity and loaded system performance requirements is conducted during Motorola's product development process using specialized system loading and simulation tools. It is not replicated during an FAT.

D-Series RF Site Migrations - Field Acceptance Test Plan

Equipment Tested

- The following tests will be conducted on the ASTRO 25 D Series Base Station to demonstrate the functionality and performance:
- Loss of Network Connection of DBR MCPA
- Loss of Network Connection of DBR XCVR
- Loss of DBR MCPA
- Loss of DBR XCVR

- Single DSC Failure
- Output Power Verification - The output power will be measured at the top of the rack as a base line for the existing equipment. After installation and optimization, power will be measured at the top of the rack for DBR equipment to confirm equal or higher power.

Excluded Testing

- Component Level Testing: Each component of the system undergoes testing at the point of manufacture of that component. The FAT is concerned with testing overall system level functionality and performance and component level testing is not replicated during the FAT.
- EMC Compliance: EMC regulatory compliance has been established at component level, and the FAT will not measure EMC behavior.
- Coverage Acceptance Testing is excluded. Upon request from the customer, Motorola can provide a quote for Coverage Acceptance Testing based on the scope of testing (type of test, service area, testing criteria etc.) desired.
- Capacity or Loaded System Performance: Testing to ensure that the system meets its capacity and loaded system performance requirements is conducted during Motorola's product development process using specialized system loading and simulation tools. It is not replicated during an FAT.

Preliminary Project Schedule - Two Phase Deployment approach

This preliminary schedule is included for informational purposes only and assumes that all customer responsibilities as defined above are completed, as required. If site improvements or site approvals are needed these must be completed prior to equipment shipping to the field.

AXS Consoles Deployment Preliminary Schedule

Motorola’s preliminary schedule for the AXS consoles indicates a total project implementation to be approximately 6 months pending supply chain availability at time of purchase.

DBR RF Site Deployment Preliminary Schedule

The DBR RF Site equipment deployment schedule is dependent upon the release of the DBR conventional channel feature. Currently, DBR trunking channels can not share a transmit antenna network with conventional channels. The City’s current RF site consists of 5 trunking and 1 conventional channel all sharing the same transmit antenna. If MSI was to proceed with deploying a DBR site for the City prior to the release of the DBR conventional channel feature, it would require a 2nd separate transmit antenna to be installed at the City’s tower site at an

additional significant cost.

Following conversations with the customer, MSI is proposing delaying the deployment of the DBR RF site until the conventional channel feature is released. This will help to reduce the cost of the project. That feature is currently slated for release in Q2 of 2027, but that timeframe is subject to change.

Following the release of the DBR conventional channel feature, MSI will begin the deployment process for the DBR RF site. That process is expected to take approximately 6 months to complete. The pricing provided as part of this proposal assumes the City understands and accepts this approach for deploying the DBR RF site equipment.

Warranty & Lifecycle Services

All Motorola supplied equipment comes with Motorola's standard 12 month warranty.

The three new CommandCentral AXS consoles will replace the City's existing 3 MCC7500 consoles on their current service agreement. Likewise, the five new DBR trunked channels will replace the existing five GTR 8000 trunked channels on their current service agreement. Any maintenance and lifecycle services that are currently purchased for the MCC7500 consoles and their GTR 8000 trunked channels will transfer to the new AXS consoles and DBR trunked channels with no change in pricing for those services.

If any additional channels, or consoles, are added in the future the pricing is subject to adjustment.

Pricing Summary

EQUIPMENT AND SERVICES SUMMARY	
CommandCentral AXS Consoles	$472,323
ASTRO D-Series M12 P25 Radio Site	$923,340
Subtotal	$1,395,663
Sourcewell Discount	$95,144
Additional Incentive with the Purchase of the City of Jacksonville Beach SUAII Multiyear Renewal (Expires 9/25/26)	$323,634
Total Solution:	**$976,885**

Pricing is only valid through September 25, 2026.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Payment Milestones

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 System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract Execution	25%
2	Shipment of Equipment	60%
3	Installation of Equipment at Customer Site	10%
4	Final Acceptance	5%

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

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.

Contractual Documentation

The products and services described in this proposal shall be governed by the terms and conditions of the Sourcewell Contract #020625-MOT.

August 31, 2026

Thomas Bingham
Services Division Commander
Jacksonville Beach Police Department
101 Penman Road South
Jacksonville Beach, FL 32250

Commander Bingham,

This justification establishes Motorola Solutions as the exclusive, sole source provider for the ASTRO 25 network infrastructure lifecycle software and hardware component upgrades. Sourcing these services directly through Motorola Solutions maintains the system's operational integrity, security compliance, and long-term investment protection based on the following proprietary and technical realities:

- Proprietary Architecture: The City of Jacksonville Beach's ASTRO 25 system relies strictly on proprietary Motorola Solutions hardware, software components, and centralized architectural design. To ensure complete network integrity and seamless infrastructure alignment, lifecycle software upgrades must be engineered and delivered directly by Motorola Solutions.
- Exclusive Availability: The specialized features of the SUA II contract are proprietary offerings available only directly through Motorola Solutions. These lifecycle support services are not authorized for sale, distribution, or third-party implementation through our standard dealer network.
- Certified Technical Expertise: Sourcing lifecycle upgrades from an uncertified vendor introduces critical risks to mission-critical first responder communications. Only factory-trained Motorola Solutions engineers possess the certified technical training and proprietary system testing databases required to safely execute infrastructure upgrades.

Motorola Solutions remains fully committed to ensuring that the City of Jacksonville Beach's public safety communications platform remains highly secure, optimized, and fully operational for its critical communications.

If you have any questions, please do not hesitate in contacting me.

Thank you,

James Parker

James Parker
Customer Support Manager Team Lead
Motorola Solutions, Inc.
james.parker3@motorolasolutions.com
904-832-6947

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Molly Alleger, City Clerk
DATE:	September 8, 2026
SUBJECT:	Board of Adjustment Appointments

BACKGROUND

The City Council appoints the Board of Adjustment (BOA) members. There are five members and two alternates who serve four-year terms.

In December 2025, the City Council appointed Gary Hawkett and Victor Melone as the first and second alternate to the BOA, respectively. In July 2026, Regular Member Douglas Dell resigned from his term on BOA. At this time, staff is requesting the City Council to appoint first alternate, Gary Hawkett, to fill the remainder of Mr. Dell's term as a Regular Member. Subsequently, staff requests to appoint Victor Melone to the newly vacated first alternate position to a term expiring on December 31, 2029.

The second alternate seat will remain vacant until board interviews and appointments take place at the end of the 2026 calendar year.

FINANCIAL IMPACT

None.

REQUESTED ACTION

1. Approve/ Disapprove the appointment of Gary Hawkett as a Regular Member of the Board of Adjustment to fill the remainder of Douglas Dell's term expiring on December 31, 2029; and
2. Approve/ Disapprove the appointment of Victor Melone to First Alternate of the Board of Adjustment to fill the remainder of Gary Hawkett's term expiring December 31, 2029

ATTACHMENTS

AGENDA ITEM:	C.
MEETING DATE:	September 8, 2026