

AGREEMENT
BY AND BETWEEN
GREGORY TONY, AS SHERIFF OF BROWARD COUNTY
AND
MOTOROLA SOLUTIONS, INC.
FOR THE BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR THE
REAL TIME CRIME CENTER

This Agreement is entered into this 13th day of March, 2020, by and between Gregory Tony, as Sheriff of Broward County, Florida and Motorola Solutions, Inc.

IN CONSIDERATION of the mutual terms and conditions contained herein, SHERIFF and MOTOROLA covenant and agree as follows:

GENERAL TERMS AND CONDITIONS

DEFINITIONS AND IDENTIFICATIONS

Agreement - means this document including the exhibits, schedules and attachments attached hereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

Contract Administrator - The designee of the SHERIFF whose primary responsibility is to coordinate and communicate with MOTOROLA and to manage and supervise performance and completion of this Agreement in accordance with the terms and conditions set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.

MOTOROLA – means Motorola Solutions, Inc. and its successors and assigns.

Deliverable(s) - means all products, goods, work and services to be provided and/or performed by MOTOROLA pursuant to this Agreement.

Sheriff – means the duly qualified Sheriff of Broward County, Florida.

Support Services - means any activity intended to eliminate faults, to improve or to keep the products and goods in satisfactory working condition, including tests, measurements, replacements, adjustments, changes, modifications, enhancements or repairs.

SCOPE OF SERVICES

MOTOROLA is hereby retained to provide to the SHERIFF the goods and services for the Base Layer Integration Software Platform for the Real Time Crime Center, as set forth in RLI 19053JLS and MOTOROLA's response thereto, both of which are incorporated herein by reference, as well as the Statement of Work, to be prepared by the parties and incorporated herein. All work and systems shall be CJIS compliant, as applicable.

MOTOROLA and SHERIFF acknowledge that the Statement of Work may not delineate every detail and minor work task required to be performed by MOTOROLA to complete the services and provide the deliverables contemplated herein. If, during the course of the performance of the services under this Agreement, MOTOROLA determines that additional work should be performed to complete the Deliverables required, which is, in MOTOROLA's opinion, outside the level of effort originally anticipated in the Statement of Work, MOTOROLA shall notify the SHERIFF's Contract Administrator in writing in a timely manner. Upon receipt of such written notice, the SHERIFF's Contract Administrator will meet with MOTOROLA to discuss the need for an amendment. No modifications will be made to this Agreement unless it is agreed to through a written amendment executed by both parties with the same formalities as set forth herein.

If MOTOROLA proceeds with the additional work without a fully executed amendment, such work shall be deemed to be within the original Statement of Work.

MANNER OF PERFORMANCE

MOTOROLA shall perform all services to the utmost professional standards.

MOTOROLA agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

MOTOROLA represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein, and to provide and perform such services for the agreed compensation in accordance with this Agreement. The quality of MOTOROLA's Deliverables provided to or on behalf of SHERIFF shall be comparable to the best local

and national standards.

CONFLICT OF INTEREST

MOTOROLA assures the SHERIFF that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the SHERIFF.

RISK OF LOSS

Title and risk of loss of equipment will transfer to the SHERIFF upon delivery. Title to software will not pass to the SHERIFF at any time.

TERM

This Agreement shall commence upon execution by the parties and remain in full force and effect for five years, unless otherwise renewed or terminated as provided herein.

This Agreement may be renewed for an additional term of five years upon mutual agreement of the parties.

PROJECT SCHEDULE

MOTOROLA and SHERIFF shall perform their respective obligations under this Agreement pursuant to the Project Schedule, which is in the Statement of Work.

ACCEPTANCE TESTING

The Solution shall be configured and tested for final acceptance by SHERIFF. Once MOTOROLA completes a functional test of the provided Solution, SHERIFF shall perform tests to determine whether the requirements are met as set forth in this Agreement. During the testing period, BSO shall notify MOTOROLA in writing of any defect or malfunction and the nature thereof within a reasonable time period that shall be no greater than five (5) business days after the time that the defect or malfunction is identified by SHERIFF. MOTOROLA shall make best efforts to complete all necessary changes, modifications, adjustments.

The CloudConnect server has Virtual Machines that are used to integrate into the various systems. There are only configuration files stored on that server, no data. The CloudConnect server is covered under a 5 year warranty. BSO owns this server and Motorola will be responsible for maintaining it including any required backups. Motorola is responsible for mitigating any hardware and/or software issues for the CloudConnect server. There will be no price increase for the responsibility of Motorola maintaining the CloudConnect server.

In the event SHERIFF rejects the Solution due to a material defect and MOTOROLA is unable to remedy the reason or reasons for SHERIFF's rejection within a total of thirty (30)

calendar days if such defect can be reasonable corrected in that timeframe (or a longer timeframe if such defect cannot be reasonably corrected in 30 days) after MOTOROLA receives the initial notification of such rejection from SHERIFF, MOTOROLA may offer SHERIFF the Solution as it exists and offer to refund or adjust MOTOROLA's charges for the Solution to reflect any reduction in functionality. SHERIFF may elect either to (i) accept the Solution as tested and allow MOTOROLA to have additional time to remedy any reasons for rejection, (ii) accept MOTOROLA's offer of the Solution as it exists and the refund or adjustment of MOTOROLA's charges for the Solution, or (iii) terminate this Agreement.

CONSIDERATION

MOTOROLA shall provide the Services contemplated herein at the rates specifically described in Exhibit A, which is attached and incorporated herein. The total consideration payable by the SHERIFF to MOTOROLA shall not exceed Two Million Five hundred Seventy Three Thousand Two Hundred Eighty Four Dollars (\$2,573,284.00), unless otherwise approved in writing by the SHERIFF.

SHERIFF shall pay MOTOROLA in accordance with the following payment schedule:

% of System Price*	Project Milestone
10%	Upon contract execution
10%	Upon shipment of hardware/software
15%	Completion of first three deliverables Of Phase 1 (CAD, Avigilon Cameras, including Broward County School Board cameras, and LPRs)
15%	Completion of Phase 1
20%	Completion of Phase 2
20%	Upon System Acceptance
10%	Final Acceptance
*Milestones based on System Price Only. Service out Years will be invoiced annually in advance	

MOTOROLA shall submit all invoices to the SHERIFF's Finance Department, 2601 W. Broward Boulevard, Fort Lauderdale, Florida 33312, and/or Accounts_Payable@sheriff.org, referencing the applicable billing milestone(s) submitted for payment.

SHERIFF shall have the right to provide written objections to an invoice within seven (7) calendar days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) calendar day period, payment shall be made within fifteen (15) calendar days thereafter.

SHERIFF affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds will be appropriated in accordance with applicable law. SHERIFF will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

EXPENSES

MOTOROLA shall be fully and solely responsible for any and all expenses incurred by MOTOROLA in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, taxes and all other costs of doing business. MOTOROLA shall not, in any manner, incur indebtedness on behalf of SHERIFF.

LIQUIDATED DAMAGES

MOTOROLA recognizes and acknowledges that this Agreement is time sensitive. In inducing the SHERIFF to enter into this Agreement, MOTOROLA has represented that MOTOROLA will provide the following Deliverables to the SHERIFF on or before the dates shown:

- Phase 1, Part A – CAD Integration, All Avigilon cameras, including Broward County School board cameras, and LPR integration – within ten weeks of contract execution
- Phase 1, Part B - within six months of contract execution
- Phase 2 – within sixteen months of contract execution

In the event MOTOROLA fails to provide any of the Deliverables to the SHERIFF on or before the date shown above, MOTOROLA shall pay to SHERIFF for each unmet Deliverable the sum of One Thousand dollars (\$1,000.00) per day thereafter, including Saturdays, Sundays, and holidays, until such time as the Deliverable is provided to the SHERIFF. It is agreed that the sum of One Thousand dollars (\$1,000.00) per day, per Deliverable, is the proper measure of liquidated damages that the SHERIFF will sustain per diem by the failure of MOTOROLA to provide the Deliverable in a timely manner. This sum is not to be construed as a penalty. MOTOROLA may not be assessed any liquidated damages for delays caused by the SHERIFF, an event of force majeure, or mutually adjusted schedule changes. Any liquidated damages assessed will be cumulatively capped at 5% of the Contract Price.

For delays by SHERIFF in performing its obligations pursuant to this Agreement, including delays resulting from untimely review by SHERIFF, SHERIFF shall grant an extension to the above completion dates equal to the number of days in which MOTOROLA was delayed by the SHERIFF. The above extension is conditioned upon the MOTOROLA immediately notifying the SHERIFF of any delay in its timely performance as a result of a

SHERIFF delay. Such delay notification shall be in writing and shall specify the manner and nature of the delay.

WARRANTIES

MOTOROLA warrants that the products and goods provided pursuant to this Agreement shall be free from defects in material, manufacturing and workmanship for a period of sixty (60) months from the date of delivery and acceptance of such products and goods. MOTOROLA warrants that the products and goods shall be fit for SHERIFF'S specific performance and use described in this Agreement.

All products, goods and parts thereof shall be replaced free of any charge (parts and labor) during the warranty period and any subsequent period covered by support services provided by MOTOROLA.

If authorized by the third party manufacturers, MOTOROLA hereby assigns to SHERIFF all third party manufacturers' warranties with respect to any products and goods, copies of which have or shall be provided to SHERIFF. If assigned, MOTOROLA represents and warrants that the foregoing manufacturers' warranties are assignable to SHERIFF and such assignment shall not void such warranties.

All products and goods provided by MOTOROLA to SHERIFF shall be new and unused, except normal manufacturer's testing for product control and verification of quality.

SUPPORT SERVICES

MOTOROLA shall maintain and support the products and goods as set forth and described herein. SHERIFF can report problems with the products and/or goods, discuss solutions and, when required, have MOTOROLA initiate corrective action and resolution of requests for service. The support matrix is included in MOTOROLA's Response to the RLI. Such support shall be available from 9am to 5pm, Eastern Standard Time, Monday through Friday. For hours outside the normal working hours, MOTOROLA shall designate a contact person for the SHERIFF to contact in the event of an emergency. MOTOROLA shall respond to support service requests as referenced in section 16.5, Response Time Goals table.

CRIMINAL HISTORY

MOTOROLA represents that its principal owners, partners, corporate officers, and employees providing the services do not have any past felony criminal convictions or any pending criminal charges. MOTOROLA has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

MOTOROLA's employees, agents, servants or representatives directly performing services for MOTOROLA pursuant to this Agreement may be subject to a background

screening conducted by the SHERIFF prior to performing such services. Such screening shall be at the expense of SHERIFF.

EMPLOYMENT RESPONSIBILITY

Any of MOTOROLA's employees, subcontractors and any other person(s) performing services pursuant to this Agreement (hereinafter referred to collectively as "Staff") shall be deemed as employed by MOTOROLA, not the SHERIFF.

Accordingly, the SHERIFF shall not be responsible for or assume any liability for any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, workers compensation funds, vacation, compensatory time, sick leave benefits or any other amenities of employment to any of MOTOROLA's Staff.

MOTOROLA shall have and maintain sole responsibility and control over the rendition of services, training, standards of performance, discipline of personnel, and other matters incident to the performance of its services, duties, and responsibilities described and contemplated herein.

Except for gross negligence, SHERIFF shall not be liable for and MOTOROLA agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to MOTOROLA's Staff during the performance of the services, duties, and responsibilities contemplated herein.

MOTOROLA has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

MOTOROLA and its Staff shall at all times be an independent contractor under this agreement, rather than an employee, agent, or representative of SHERIFF, and no act, action, or omission to act by MOTOROLA or its Staff shall in any way obligate or bind SHERIFF.

MOTOROLA will be responsible for having its Staff complete and submit data forms required to obtain clearance prior to entering any of SHERIFF's facilities. Such forms shall be provided by SHERIFF.

MOTOROLA agrees to abide by all of the security policies, procedures, rules, and regulations promulgated by the SHERIFF.

MOTOROLA'S STAFF

SHERIFF reserves the right to approve or reject, for any reason, MOTOROLA's Staff providing services pursuant to this Agreement at any time.

MOTOROLA will maintain the continuity of the Staff assigned to provide services pursuant to this Agreement throughout the term of this Agreement.

MOTOROLA agrees that the services provided under this Agreement shall be provided by Staff that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties as required by applicable law, rules and regulations. MOTOROLA agrees to furnish SHERIFF with any and all documentation, certifications, authorizations, licenses, permits, or registrations currently required by applicable laws, rules or regulations. MOTOROLA further certifies that it and its Staff will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws, rules or regulations in full force and effect during the term of this Agreement. Failure of MOTOROLA to comply with this paragraph shall constitute a material breach of this Agreement.

At the request of SHERIFF, and for cause, MOTOROLA shall promptly remove Staff providing services pursuant to this Agreement.

MOTOROLA agrees to defend, hold harmless and indemnify the SHERIFF and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the SHERIFF, occurring on account of, arising from or in connection with the removal and replacement of any Staff performing services hereunder at the request of the SHERIFF. Removal and replacement of any Staff shall not require the termination and or demotion of such Staff.

MOTOROLA agrees that MOTOROLA will at all times employ, maintain and assign to the performance of the work required hereunder a sufficient number of competent and qualified professionals and other personnel to meet the Project Schedule set forth in the Statement of Work.

MOTOROLA shall at all times cooperate with the SHERIFF and coordinate its respective work efforts to most effectively and efficiently progress the performance of the work.

KEY STAFF

MOTOROLA will not transfer any assigned key staff without the prior approval of SHERIFF, which will not be unreasonably be withheld.

PAYMENT OF TAXES

The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by SHERIFF except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to SHERIFF and SHERIFF will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. SHERIFF will be solely

responsible for reporting the Equipment for personal property tax purposes.

MOTOROLA shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable, related to the business of MOTOROLA and the payments to MOTOROLA's Staff. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. It is further understood and agreed that the SHERIFF will not withhold any payroll taxes (i.e. federal withholdings, FICA) from the payments to MOTOROLA or its Staff.

CIVIL RIGHTS REQUIREMENTS

MOTOROLA shall comply with all applicable sections of the Americans with Disabilities Act.

MOTOROLA shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, or sexual orientation. MOTOROLA shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, physical or mental disability, or sexual orientation. MOTOROLA shall comply with all applicable sections of the Americans with Disabilities Act. MOTOROLA agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon MOTOROLA, its successors, transferees, and assignees for the period during which services are provided. MOTOROLA further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.

INDEMNIFICATION

MOTOROLA shall indemnify, hold harmless and defend the SHERIFF, his officers and employees against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including reasonable attorneys fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of MOTOROLA or its Staff. Both parties reserve the right to select their own defense counsel.

Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the SHERIFF's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.

The above indemnification provisions shall survive the expiration or termination of the Agreement.

INSURANCE

Throughout the term of this Agreement and for all applicable statutes of limitations periods, MOTOROLA shall maintain in full force and effect the insurance coverages set forth in this Article.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a Best's rating of A-VI or better.

The General and Automobile liability insurance policies shall include and endorse the following as additional insureds: The Broward County Sheriff's Office, BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County and their officers, applicable agents, employees and commission members with a CG010 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Designated Person or Organization endorsement, or similar endorsement to the liability policies.

All insurance policies shall be on an occurrence/aggregate basis and shall be primary and (b) MOTOROLA's insurance applies separately to each insured against whom claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

MOTOROLA shall carry the following types of insurance and submit Acord 25 Certificate of Insurance information after contract execution:

1. **Workers' Compensation:** MOTOROLA shall carry Workers' Compensation insurance with the statutory limits, which shall include Employers' Liability insurance with a limit of \$1,000,000 for each disease, and \$1,000,000 for aggregate disease. Policy(es) must be endorsed with waiver of subrogation against BSO and Broward County.
2. **Commercial General Liability Insurance.** MOTOROLA shall carry Commercial General Liability Insurance with limits of Two Million Dollars (\$2,000,000) per occurrence and aggregate combined single limit for Bodily Injury and Property Damage. Version 0413 form shall be the current form used and the policy must include coverages for premises and/or operations, independent MOTOROLAs, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and cross liability. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.
3. **Professional Liability (Errors and Omissions) Insurance:** MOTOROLA shall carry Professional Liability coverage for it and its employees that has a per claim limit of \$1,000,000, with a \$2,000,000 aggregate limit.
4. **Business Automobile Liability Insurance:** MOTOROLA shall carry Business Automobile Liability insurance with limits of One Million Dollars (\$1,000,000) per

occurrence, combined single limit Bodily Injury Liability and Property Damage. The policy form currently used is edition 0413 of the Business Automobile Liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include owned vehicles and hired and non-owned vehicles.

MOTOROLA shall provide SHERIFF's Director of Risk Management and SHERIFF's Contract/Lease Manager with a copy of the Certificate of Insurance or blanket required additional insured endorsements evidencing the types of insurance and coverages required by this Article prior to beginning the performance of work under this Agreement, and, at policy renewal.

MOTOROLA will provide SHERIFF with at least sixty (60) days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits for this Agreement. Notice shall be sent to:

Broward Sheriff's Office
Attn: Contract/Lease Manager
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

AND

Broward Sheriff's Office
Attn: Director of Risk Management
2601 West Broward Boulevard
Fort Lauderdale, Florida 33312

If MOTOROLA's insurance policy is a claims made policy, then MOTOROLA shall maintain such insurance coverage for a period of one (1) year after the expiration or termination of the Agreement or any extensions or renewals of the Agreement. Applicable coverages may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement or tail coverage.

The provisions of this Article shall survive the expiration or termination of this Agreement.

If any of the insurance policies required under this Article above lapse during the term of this Agreement or any extension or renewal of the same, MOTOROLA shall not receive payment from SHERIFF until such time that SHERIFF has received satisfactory evidence of reinstated coverage of the types and coverages specified in this Article that is effective

as of the lapse date. The Sheriff, in his sole discretion, may terminate the Agreement immediately and no further payments shall be due to MOTOROLA.

PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a MOTOROLA, supplier, or subcontractors, under a contract with the SHERIFF, and may not conduct business with the SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. MOTOROLA's execution of this Agreement acknowledges MOTOROLA's representation that it has not been placed on the convicted vendor list. Violation of this Article by MOTOROLA shall result in termination of this Agreement and may cause MOTOROLA debarment.

ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by MOTOROLA, under any circumstances, without the prior written consent of SHERIFF.

DRUG-FREE WORKPLACE

MOTOROLA shall provide a drug-free workplace program in accordance with the Drug Free Workplace Certification attached as Exhibit B and incorporated herein.

NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Motorola Solutions, Inc.

Attn: Kimberly Camps
401 E. Las Olas Blvd. 16th Floor
Fort Lauderdale, FL 33301

With a copy to:
Motorola Solutions, Inc.
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Street
Chicago, IL 60661
Attn: Judy Jean-Pierre, Sr. Counsel

AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement, including any Exhibits, Attachments and Schedules referred to herein, contains the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SURVIVORSHIP OF BENEFITS

The terms and conditions of this Agreement shall be binding upon MOTOROLA and its successors and assigns.

THIRD PARTY BENEFICIARIES

Neither MOTOROLA nor SHERIFF intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

RECORDS TO BE KEPT BY MOTOROLA

Special Provisions for Governmental Contracts: Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), MOTOROLA must comply with all applicable public records laws. Specifically, MOTOROLA shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of MOTOROLA or keep and maintain public records required by the public agency to perform the service. If MOTOROLA transfers all public records to the public agency upon completion of the contract, MOTOROLA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MOTOROLA keeps and maintains public records upon completion of the contract, MOTOROLA shall meet all applicable requirements for retaining public records.
- (e) All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

In the event MOTOROLA receives a public records request related to this agreement and the services provided hereunder, MOTOROLA shall promptly forward the same to BSO for BSO's records.

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ERIN FOLEY, RECORDS MANAGEMENT LIAISON OFFICER, ADMINISTRATIVE SUPPORT BUREAU, BROWARD SHERIFF'S OFFICE, 2601 WEST BROWARD BLVD., FORT LAUDERDALE, FLORIDA 33312 (954) 831-8745 Erin.Foley@sheriff.org OR THE OFFICE OF GENERAL COUNSEL, BROWARD SHERIFF'S OFFICE, (954) 831-8920.

CONFLICTING TERMS

In the event of a conflict between the terms and conditions set forth in this Agreement, the terms and conditions the order of precedence will be resolved in the following order:

1. This Agreement.
2. Addendums to the Agreement
3. Motorola's Proposal to the RLI.
4. RLI.

FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

TERMINATION

The Agreement may be terminated upon the following events:

Termination by Mutual Agreement In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

Termination Without Cause. SHERIFF shall have the right to terminate this Agreement without cause by providing MOTOROLA with thirty (30) calendar day's written notice via

certified mail, return receipt requested or via hand delivery with proof of delivery. SHERIFF agrees to pay MOTOROLA for all conforming equipment and products shipped, and services rendered up to the date of termination.

Termination for Cause. In the event of a material breach, either party may provide the other party with written notice of the material breach. The notice should provide the other with such sufficient detail so it can readily understand the claim for material breach. The other party shall have thirty (30) calendar days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Agreement immediately. Material breaches shall include but are not limited to, violations of Governing Standards, local, state or federal laws, the SHERIFF'S policies and procedures concerning which MOTOROLA was given prior written notice clearly labeled as important or the terms and conditions of this Agreement.

Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable or are not allocated by Broward County, Board of County Commissioners, SHERIFF will provide MOTOROLA with thirty (30) calendar days' written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event. SHERIFF agrees to pay MOTOROLA for all conforming equipment and products shipped, and services rendered up to the date of termination.

Immediate Termination by SHERIFF.

SHERIFF, in the SHERIFF's sole discretion, may terminate this agreement immediately upon the occurrence of any of the following events:

- a) MOTOROLA's violation of the Public Records Act;
- b) The insolvency, bankruptcy or receivership of MOTOROLA;
- c) MOTOROLA's violation or non-compliance with Nondiscrimination Article of this Agreement; or
- d) MOTOROLA fails to maintain insurance in accordance with the Insurance Article of this Agreement.

SUBCONTRACTORS

MOTOROLA may not subcontract the performance of its obligations set forth herein without the prior written approval of SHERIFF.

Prior to entering into any subcontract, MOTOROLA will provide written notice to the SHERIFF identifying the name of the proposed subcontractor, the portion of the work which the subcontractor is to do, the place of business of such subcontract, and such other information as may be reasonably required by the SHERIFF.

MOTOROLA shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors to the same extent that MOTOROLA is responsible for the acts and omissions of persons directly employed by it. Nothing in this Agreement shall create any contractual relationship between any subcontractor and SHERIFF or any obligation on the part of SHERIFF to pay or to see the payment of any monies due any subcontractor.

The provisions of this Agreement will apply to any subcontractors and their officers, agents and employees performing services pursuant to this Agreement as if it and they were employees of MOTOROLA; and MOTOROLA will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and omissions of any subcontractor, its officers, agents, and employees, as if they were employees of MOTOROLA.

MOTOROLA will obligate its subcontractors to the same terms and conditions as set forth herein.

The SHERIFF shall have the right to withdraw its consent of any subcontract if it appears to the SHERIFF that the subcontract will delay, prevent, or otherwise impair the performance of MOTOROLA's obligations under this Agreement. All subcontractors are required to abide by the non-disclosure provisions set forth herein. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the SHERIFF to any subcontractor hereunder.

INDEPENDENT CONTRACTOR

The parties acknowledge that MOTOROLA is an independent CONTRACTOR, and nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing SHERIFF to exercise control or direction over the manner or method by which MOTOROLA or its subcontractor perform hereunder. SHERIFF shall neither have nor exercise any control or direction over the methods by which MOTOROLA shall perform its work and functions other than as provided in this Agreement. No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between MOTOROLA and SHERIFF.

NON-DISCLOSURE

MOTOROLA's Confidential Information designated as Trade Secret shall not be disclosed by SHERIFF to any third party except as permitted under this Agreement, or as required by law subject to compliance with the procedure set forth in this Article.

Except upon prior written approval of the SHERIFF and except as required by law, MOTOROLA and its subcontractors shall not furnish or disclose to any person or

organization, (a) any reports, studies, data, or other information provided by, or obtained from the SHERIFF in connection with the services performed under this Agreement, (b) any reports, studies, recommendations, data or other information relating to, or made or developed by MOTOROLA or its subcontractors in the course of the performance of such Services hereunder, or (c) the results of any such services performed.

If either party is confronted with legal action or believes applicable law requires it to disclose any portion of the other party's information protected hereunder, that party shall promptly notify and assist the other (at the other party's expense) in obtaining a protective order or other similar order, and shall thereafter disclose only the minimum of the other party's Confidential Information that is required to be disclosed in order to comply with the legal action, whether or not a protective order or other order has been obtained.

The parties acknowledge that a breach of the provisions of this Article will result in immediate irreparable harm to the aggrieved party, and the aggrieved party shall be entitled to immediate temporary, preliminary, and permanent injunctive or other equitable relief.

Information shall not be considered to be Confidential Information if it: (i) was independently developed by a party; (ii) becomes known to either party, without restriction, from a third party; or (iii) is required by law to be disclosed, subject to compliance with the procedure set forth below.

The provisions of this Article shall remain in full force and effect and enforceable even after the expiration of this Agreement.

PAYMENT AND PERFORMANCE BOND

MOTOROLA shall provide to SHERIFF a One Hundred Percent (100%) performance and payment bond, in a form approved by the SHERIFF's Risk Management Division, executed by a surety insurer registered to do business in the State of Florida, subject to the approval of the Secretary of the State of Florida, to guarantee the faithful performance of this Agreement. This bond shall be kept in full force and effect throughout the life of this Agreement. The surety company must be rated no less than "A-" as to management and no less than Class "VI" as to financial strength.

PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Without written consent of the SHERIFF, MOTOROLA shall not:

- a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the SHERIFF, or the work being performed hereunder, unless MOTOROLA first obtains the written approval of the SHERIFF; and
- b. MOTOROLA and its employees, agents, representatives, subcontractors and suppliers will not represent, directly or indirectly, that any of MOTOROLA's products, goods or services have been approved or endorsed by the SHERIFF.

LIMITED RIGHT OF PUBLICITY:

1 MOTOROLA is limited in its ability to use SHERIFF'S name and/or logo as follows: SHERIFF's name and/or logo may be listed as a current customer of MOTOROLA but only to the extent that no less than 10 other governmental customers are listed as customers on the same website or advertisement medium in the same font or size lettering.

2 MOTOROLA'S limited use of SHERIFF'S name and logo shall terminate if: 1) MOTOROLA breaches this Agreement and does not cure the breach; 2) this Agreement terminates for any reason; 3) the Agreement's first year has been completed; 4) MOTOROLA'S Services are deemed to endanger the Public Safety of the general public as determined by CUSTOMER; 5) If MOTOROLA'S use is deemed to violate any federal, state or local law or ordinance restricting the use of public agencies' ability to allow its name or local for use by commercial ventures; or 6) If MOTOROLA'S use is deemed misleading to the general public as affiliated with SHERIFF in any capacity other than as an independent contracted vendor.

3 Under no circumstance will MOTOROLA'S advertisements use any image, voice or name of any individual SHERIFF'S worker or employee or show any of SHERIFF'S vehicles, equipment or premises.

4. MOTOROLA agrees that any advertisement or communication used by MOTOROLA or its agents and references SHERIFF'S name or logo, MOTOROLA shall conspicuously state on each page or medium "This product is not endorsed by the Broward County Sheriff's Office, Broward County Government nor the Board of Broward County Commissioners nor is MOTOROLA affiliated with the forgoing entities"

5. MOTOROLA shall promptly provide SHERIFF copies of all advertisements, documents or websites or materials that MOTOROLA releases to any third party that references SHERIFF in any way.

MISCELLANEOUS

MOTOROLA shall comply with all statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction be construed more severely against one of the parties than the other.

The construction, validity and performance of this Agreement will be governed by the laws of the State of Florida, without regard to, or application of, choice of law rules or principles. Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof", "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or Article where they appear, unless the context otherwise requires. Whenever reference is made to an Article of this Agreement, such reference is to the Article as a whole, including all of the subsections of such Article, unless the reference is made to a particular subsection or subparagraph of such Article.

Should a dispute arise between the parties under or relating to this Agreement, each party agrees that prior to initiating any formal proceeding against the other (except for the seeking of injunctive relief), the parties will each designate a representative for purposes of resolving the dispute. If the parties' representatives are unable to resolve the dispute within ten (10) calendar days, either party may, upon written notice to the other party, require that the dispute be submitted to more senior representatives of each party ("Senior Representatives"). The Senior Representatives of each party shall meet as soon as possible to negotiate in good faith to resolve the dispute.

All provisions of this Agreement relating to confidentiality, non-disclosure, indemnity and insurance shall survive the expiration or termination of this Agreement.

MOTOROLA shall obtain all necessary permits and licenses required to provide the services contemplated herein.

If any term or provision of this Agreement is found to be illegal and unenforceable, such terms shall be deemed stricken and the remainder of the agreement shall remain in full force and effect.

The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

This Agreement may be fully executed in multiple copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

SUBSCRIPTION SERVICES ADDENDUM

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the Addendum, the order of precedence defined in the Conflicting Terms clause of the Agreement take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

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

“Anonymized” means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

“Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

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

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

“Documentation” means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

“Effective Date” means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

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

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

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

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

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

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

2.3 Non-solicitation. During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 Term. The term of the agreement is five years, unless terminated as provided herein. The parties may agree on additional renewal terms.

3.2 Minimum Initial Term. For certain Subscription Services, a minimum initial term greater than one year may be required (“Minimum Initial Term”). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the

Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 Renewals. The terms and conditions of the Agreement and will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

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

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

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

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription

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

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

5. Subscription Fees.

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 No Purchase Order Requirement. For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. After the initial five year term, Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term which shall be capped at five percent (5%). Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.5 Taxes. The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it

will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 Acceptance. The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 Schedule. All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 Force Majeure. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 Proprietary Rights. Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

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

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 "AS IS". THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations").

Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 Availability and Accuracy. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 Equipment Sale. Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS

10.1 Existing Equipment and Software. If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 Privacy. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to

use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 Social Media. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

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

11. LIMITATION OF LIABILITY

11.1 Liability Limit. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

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

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

12 DEFAULT AND TERMINATION

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

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential

Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided for the services already provided.

12.4 Return of Discount. Unearned Discount. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee calculated as the net discount applied to the last three (3) years of service payments prior to termination, not to exceed 10% discount annually.

12.5 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data unless otherwise required by applicable law.

12.6 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.7 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.8 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to

appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution (“ADR”).

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

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

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

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

Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction or Florida Public Records Law; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

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

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, and subject to applicable laws, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed,

originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

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

16. COMMANDCENTRAL SERVICES

16.1. SECURITY

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

16.1.2. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards as well as the mandatory online CJIS Security Awareness training.

16.1.3. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once

accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. MSI reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

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

16.2. DATA STORAGE. Motorola will determine, in its sole discretion, the location of the stored content for CommandCentral Vault Services. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

16.3. DATA RETRIEVAL. CommandCentral Services will leverage different types of storage to optimize the Services, as determined in Motorola's sole discretion. For multi-media data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to 8 hours to be viewable.

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

16.5. COMMANDCENTRAL SERVICE LEVEL TARGETS

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

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

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is	Telephone conference

	not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

16.6. MAINTENANCE

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

17. GENERAL

17.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is

an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

17.2 Compliance with Applicable Laws. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

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

17.4. Return of Equipment. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

17.5. Survival Of Terms. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 17.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

**BROWARD COUNTY SHERIFF'S
OFFICE**

DocuSigned by:
B Colonel John Hale _____
59B123BE9474420...
NAME: John Hale
Colonel, Dept of Prof.
TITLE: Standards & Inv.
DATE: 3/13/2020 | 15:57 PM EDT

BILL TO ADDRESS:

Name: Finance-Samentha Morales
Address: 2601 W. Broward Blvd.
Address: Fort Lauderdale, FL 33312
Phone #: 954-831-8370

Email: accounts_payable@sheriff.org
Note: Invoices will be emailed to this address.

FINAL DESTINATION:

Name: BSO Attn: Captain Riggio
Address: 2601 W Broward Blvd
Address: Ft Lauderdale FL 33312
Phone #: 954-321-4308

MOTOROLA SOLUTIONS, INC.

DocuSigned by:
BY Danny Sanchez _____
0A86CDB3BAA44E9...
NAME: Danny Sanchez
TITLE: MSSSI VP & DIRECTOR, FLORIDA
DATE: 3/13/2020 | 16:59 PM EDT

SHIP TO ADDRESS:

Name: BSO Attn: Captain Riggio
Address: 2601 W Broward Blvd
Address: Ft Lauderdale FL 33312
Phone #: 954-321-4308

Approved as to form and legal sufficiency

sub. DocuSigned by: _____ ution by the parties DS
By: Terrence Lynch _____ LF
84C9E594DDEB4B3...
Terrence Lynch, General Counsel
Date: 3/13/2020 | 12:42 PM PDT

EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable (“Primary Agreement”) and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the Addendum, the order of precedence defined in the Conflicting Terms clause of the Agreement take precedence.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

- Exhibit A Motorola “Software License Agreement”
- Exhibit B Motorola Proposal/Quote dated October 23, 2019, or “Payment Schedule”, as applicable.
- Exhibit B-1 Technical and Implementation Documents, if any.
- Exhibit B-2 Equipment List

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2.1. “Product Price” means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

2.2. “Effective Date” means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

2.3. “Equipment” means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

2.4 “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.5. “Motorola Software” means Software that Motorola or its affiliated company owns.

- 2.6. "Non-Motorola Software" means Software that another party owns.
- 2.7. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.8. "Products" mean the Equipment and Software sold by Motorola under this Addendum.
- 2.9. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.10. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.
- 2.11. "Specifications" means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).
- 2.12. "Warranty Period" means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

- 3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to "Subscription Services" in the Primary Agreement shall mean Product as applicable in this Addendum.
- 3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. **TERM.** Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.
- 3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Addendum, Customer may order additional Equipment or Software if it is then

available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Addendum will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

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

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the

statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **PRODUCT PRICE.** The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. 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 wire transfer, check, or cashier's check from a U.S. financial institution. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 REPRESENTATIONS AND WARRANTIES

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

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. ORIGINAL END USER IS COVERED. These express limited warranties are

extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

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

Section 8 INDEMNIFICATION

8.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

8.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

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

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

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

8.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 10 are subject to and limited by the restrictions set forth in Section 9.

Section 9 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 10 GENERAL

10.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or

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

10.2 MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and Broward County Sheriff's Office ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

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

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

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

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

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

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

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

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

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3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

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Section 4 LIMITATIONS ON USE

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

Section 5 OWNERSHIP AND TITLE

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6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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6.3. Warranty claims are described in the Primary Agreement.

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

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Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

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

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

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

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part

227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

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

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to Software, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



PROPOSAL TO
BROWARD SHERIFF'S OFFICE

SECTION 2

EXHIBIT 2 TECHNICAL

PROPOSAL

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER OCTOBER 23, 2019

BID NO. 19053JLS

3.3

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SECTION 2

EXHIBIT 2 TECHNICAL PROPOSAL

The proposed solution for the Broward Sheriff's Office follows.



2.1 SYSTEM DESCRIPTION

2.1.1 Solution Overview

Motorola Solutions is pleased to present the following solution for the Broward Sheriff's Office ("Customer"). The solution is based on our interpretation of the requirements presented in your Request for Letter of Intent and responses to questions you provided on 10/02/19.

Motorola Solutions offering for CommandCentral Aware provides the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

CommandCentral Aware provides a consolidated, map-based common operating picture enabling enhance decision-making at your operation. Use the cloud-based platform to collaborate effectively across your operation with actionable intelligence. The cloud enables agencies to take advantage of new capabilities as they are developed, without an intrusive upgrade experience. Updates and new features are installed every few weeks, and users automatically get new capabilities the next time they log in. Cloud deployments also reduce the operational impact of faults and outages. This frees your staff to focus on strategic initiatives, instead of time-consuming tactical efforts, and drives greater value for public safety.

Participating Entities

The designated entities participating in the CommandCentral Aware system are:

- Broward Sheriff's Office (BSO).

Application Software and System Components

The CommandCentral Aware solution designed for Customer is comprised of the following:

- CloudConnect Server Hardware.
- CommandCentral Aware Enterprise License.
- PremierOne CAD Integration for Incident and/or Unit Location Automatic Vehicle Location (AVL).
- Avigilon Video ACC and Video Analytics.
- Vigilant License Plate Recognition Integration.
- Mapping.
- Accuweather Service.
- Agency Esri Data Sets Integration.
- License Plate Recognition.
- Interface Connectors as Presented in Table 1.
- Services as Described in the Statement of Work.

Separately Priced Options Available for Purchase

- CommandCentral Vault.
- CommandCentral Analytics Plus.
- Location Services Integration.
- ASTRO 25 Radio Location.
- Inter-Agency and Intra Agency Group Configuration.



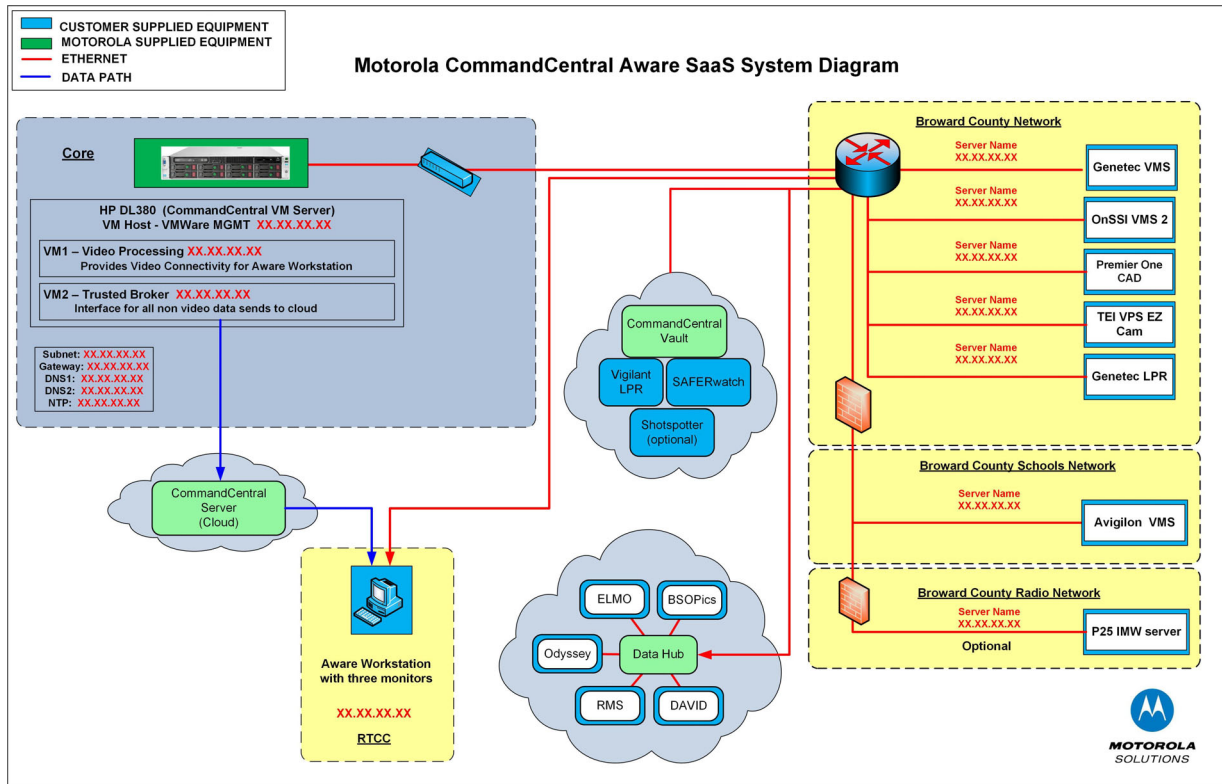


Figure 2-1: CommandCentral Aware Representative System Diagram

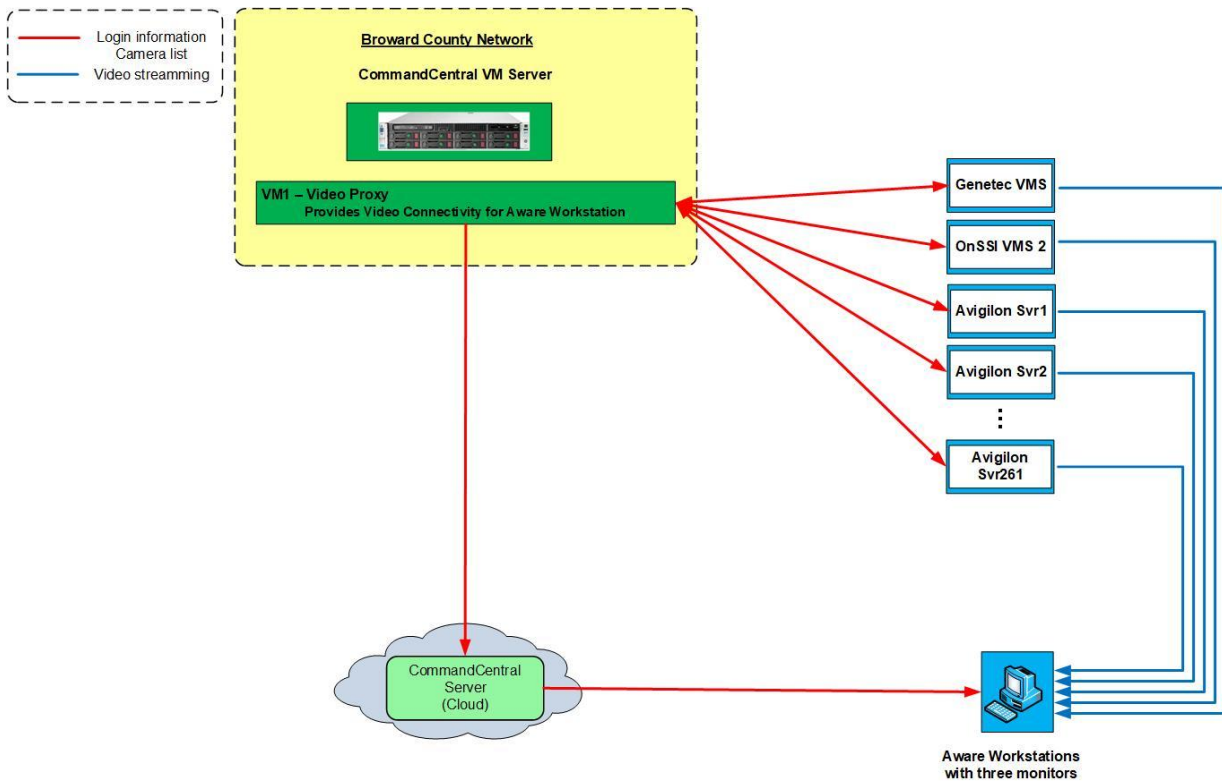


Figure 2-2: CommandCentral Aware Video Data Flow Diagram

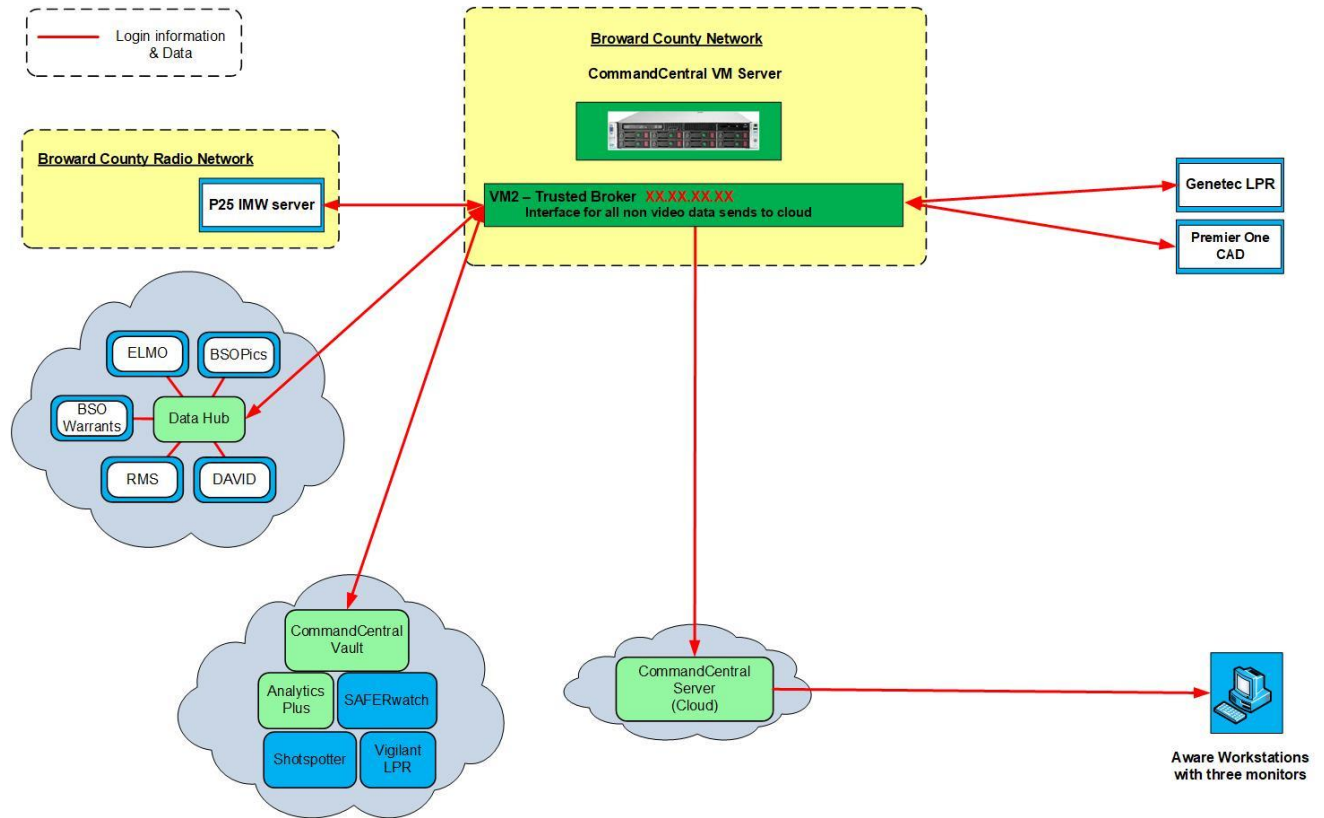


Figure 2-3: CommandCentral Aware Data Flow Diagram

CommandCentral Interface Connectors

The table below lists the specific interfaces included in our solution. An Interface Specification Document (ISD) can be included for each interface at contract signing. Each ISD details the specific features and functionality of the interface and describes the implementation process and responsibilities of the involved parties. Any requests for change to the ISD following contract is subject review and consideration through the change order provision of the contract.

Table 1: Solution Interfaces

Interface Name	Interface Description
PremierOne CAD	Data interface to PremierOne CAD
Avigilon VMS	Video interface to Avigilon Video Management System
Genetec VMS	Video interface to Genetec Video Management System
OnSSI VMS	Video interface to OnSSI Video Management System
TEI VPS	Video interface to TEI VPS Video Management System
BCFR stations	Video interface to Video Management System
Broward County Transit	Video interface to Apollo Video Management System
Vigilant LPR	Data interface to Vigilant License Plate Recognition System
Genetec LPR	Data interface to Genetec License Plate Recognition System
SAFERwatch	Data interface to SAFERWatch Risk Management System
ELMO	Data interface to Electronic Monitoring System
BSOPics	Data interface to BSOPics Database
RMS	Data interface to Records Management System
FLIR	Data interface to FLIR platform
DJJ Juvenile Records	Data interface to DJJ Juvenile Records Database
DAVID	Data interface to DAVID
Dept. of Corrections Offender Name Search	Data interface to Dept. of Corrections Offender Name Search
Odyssey Broward Clerk of Court	Data interface to Odyssey Broward Clerk of Court System
Dept. Comm Control/Sex Offenders	Data interface to Dept. Comm Control/Sex Offenders
BSO Fire Rescue RMS	Data interface to BSO Fire Rescue RMS
BSO Fire Rescue Inspections	Data interface to BSO Fire Rescue Inspections
Private Business/Residential Feed	Video interface to Private Residential Feed

Table 2: Optional Solution Interfaces

Interface Name	Interface Description
Broward County Convention Ctr	Video interface to Video Management System
Fort Lauderdale International Airport	Video interface to Video Management System
Port Everglades	Video interface to Video Management System
Shotspotter	Data interface to Shotspotter Gun Detection System
RAPID Pawn Database	Data interface to RAPID Pawn Database



Interface Name	Interface Description
LeadsOnline Query	Data interface to LeadsOnline Database
ASTRO P25 radio location	Data interface to IMW

CommandCentral interfaces are dependent on the functionality made available to Motorola Solutions by Customer's 3rd party system. Customer is responsible to provide connectivity to 3rd party system via the SDK, API, or other Motorola Solutions approved access.

Genetec requires a specific license to be purchased (Part number is GSC-1SDK-Motorola-RTVI) to connect CommandCentral Aware and Genetec systems. The number of licenses required is one for CloudConnect server and one for each workstation viewing Genetec video. The Customer will need to purchase these licenses and provide to Motorola.

2.1.2 Design Considerations

The following have been taken into consideration for the design of the CommandCentral solution for the Customer:

1. The CommandCentral Aware solution design includes separate data layers for radios, AVL, CAD events and other 3rd party data. Layers can be turned on and off by the Customer as desired.
2. The Customer will be responsible for connectivity between the various networks.
3. VPN remote access is required for Motorola Solutions personnel.
4. Customer is responsible for all necessary 3rd party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Motorola Solutions' solution does not include any services, support or pricing to support Customer 3rd party upgrades.
5. Customer is responsible for the impact to 3rd party systems inclusive of CommandCentral interfaces as a result of customer upgrading a 3rd party system. Motorola Solutions strongly recommends working with Motorola Solutions to understand the impact of such upgrades prior to taking any upgrade action.
6. Motorola Solutions will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola Solutions has been involved in recommending such contractors.
7. Customer is responsible for providing backup power as necessary.
8. Customer will provide Internet access to CommandCentral Aware clients(s) and server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
9. Customer will provide Antivirus software for the Aware client.
10. All electrical and or infrastructure improvement work required at Customer's facility, as needed, is the responsibility of the Customer.
11. Backhaul equipment, installation, and support costs are to be provided by the Customer.
12. Aware support MS Windows 10 Enterprise.
13. Customer must provide Motorola Solutions access with administrative rights to Active Directory for the purpose of installation/configuration and support.
14. Customer is responsible for providing floor plans and geo-located camera locations in a spreadsheet for every VMS that is required to mapped on the CommandCentral Aware client.
15. In order to prevent delay in the implementation, Customer must provide the information required in Table 2, Aware Technical Discovery Requirements, at the time of Project Kickoff for each interface/connector/integrated system.



Table 3: Aware Technical Discovery Requirements

Interfaces/Connectors (Required for Each Interface Connector)	Customer Provided	Motorola Solutions Confirmed
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data Format		
Provide Data Frequency (Peak and Average Events and Content)		
Provide Operational Aspects (Data Latency, Key Fields/Information, # Inputs)		
Data Path Factors (Bandwidth, NAT, Latency, Jitter)		
Additional VMS Interface/Connector Requirements:		
▪ Number of Cameras Connected to Each VMS		
▪ VMS Archive and Archiver to Aware Clients		
▪ Provide GPS Coordinates for Each Camera		
Integration		
Customer's IP Network Layout (Traffic Segmentation, NT Required?, etc.)		
Active Directory and Email Policies		
Customer's 3 rd Party IP Network Connection (Schools, Fire, Traffic, etc.)		
Remote Access Policy/Procedure		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD and ALPR Systems		
Data Delivery Latency Rate		
Data Interface Type		
▪ Fileshare/Dump		
▪ Webservices		
▪ SOAP/REST		
▪ SQL Extraction		
Database IP Address, Login Credentials, DB Version		
Data Volume (Calls per Service, Peak Event Rates)		



Interfaces/Connectors (Required for Each Interface Connector)	Customer Provided	Motorola Solutions Confirmed
Data Fields		
▪ CAD Event Geolocation Data Availability		
▪ AVL/ARL Data Available?		
▪ Event Types		
▪ Icons		
▪ Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile Data Terminal Types		
Manufacturer		
OS Version		
Wireless Access		
VPN Connectivity to Core?		
Validate Data Integration Rate (may require system expansion)		



2.1.3 Hardware Environment Requirements

CloudConnect

- Two rack units per CloudConnect server.
- One 4-post rack for the CloudConnect server with at least 30" depth.
- Two circuits to distribute power to the server rack (dual power supplies).
- Uninterruptible Power Supply (UPS) at the site where the CloudConnect server and Aware workstations will be installed.

Customer Provided Aware Workstation

- **Processor** – Intel Xeon 6136 @3.0 GHz (12 cores).
- **Memory** – 32 GB.
- **Drive** – One NVMe 512G SSD.
- **NIC** – 1 Gb port NIC.
- **OS** – Windows 7 Professional or Windows 10 Pro.
- **Graphics Card** – NVIDIA Quadro P2000.
- **Customer Provided Workstation Monitors** – 27-inch Narrow Bezel IPS Display, 2560X1440.

2.1.4 Connectivity and Design Requirements

Motorola Solutions will work with the Customer's IT personnel to verify that connectivity meets requirements. Customer will provide the network components.

The Customer will provide Internet access to the CloudConnect server supplied as part of this project. A minimum of 1 Gigabit network ports for the server will be made available by Customer.

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

Network Physical Requirements:

- Four network ports for the CloudConnect server.
- One network port per Aware workstation.

Network Bandwidth Requirements:

- Provide network ports that are 1GB capable and network routable.
- Bandwidth will be provided between the CloudConnect server, VMS servers, and Aware clients to support multiple video streams simultaneously. Final bandwidth requirements will be determined during Contract Design Review.
- Minimum bandwidth needed between the CloudConnect server and the CommandCentral Aware platform is 1.1 Mbps.

Aware Design Requirements

- A maximum of 3000 Icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum 5000 radios per server.
- One block of 10 contiguous IP Addresses.



3rd Party Requirements

Low latency is critical for real-time operations. The speed with which data appears on the Aware display depends in large part to how quickly the information is presented to the Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (i.e., CAD, AVL, ALPR, etc.). Consequently, although the Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears on Aware once the event is triggered.

2.1.5 ASTRO P25 Radio Requirements - (Optionally Available for Purchase)

The solution can be deployed to send location data information via LMR. It requires a ASTRO 25 radio equipped with a GPS receiver with 7.18.8 or above firmware version.

ASTRO P25 Infrastructure Requirements

ASTRO 25 system release 7.14 or above is required if the data will be sent via the LMR system. Enhanced Data and Intelligent Middleware (IMW) in addition to a firewall to connect the system CEN and internet securely including a packet data gateway and GGSN for each zone are used to send the location updates and events can be enabled as part of that effort. Customer will be responsible to provide internet connection and will allow Motorola Solutions to add any necessary firewalls.

ASTRO 25 Voice Priority

ASTRO Enhanced Data subscribers give priority to voice transmissions over data.

Data Capacity Analysis

This offer does not cover the additional channels.

2.1.6 CommandCentral Aware Product Description

Motorola Solutions offering for CommandCentral Aware provides the Customer with the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

Agencies can increase the value of their software investments by connecting CommandCentral Aware to your current Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), Call Handling, Land Mobile Radio (LMR), Video Management Systems (VMS), and other software platforms. Public safety agencies can accelerate workflows, improve ease of use, augment decision making and unify operational viewpoints.

CommandCentral Aware enhances incident response by integrating multiple disparate systems into a unified public safety workflow. CommandCentral Aware provides the ability to correlate information and events across multiple systems; radio, video surveillance, sensors, alarms, automatic license plate readers, analytics, CAD, Records, and Mapping/GPS location.

CommandCentral Aware enables you to monitor activity from anywhere, act with necessary context, collaborate without distraction, respond quickly to escalating incidents, enhance response with real time video, streamline video management and agency workflows.

The following provide summary descriptions of the CommandCentral Aware products.



2.1.6.1 Mapping

CommandCentral Aware provides the consolidated, map-based common operating picture needed to enhance decision-making at any part of your operation. You can view all of your location-based data together, on a single map display.

- Geospatial Event Mapping – See unit/device locations, CAD incidents, field personnel status and location, open-source data alerts, sensors and more, visualized on a map that can be customized with any of your agency's other data layers.
- Event Monitors – CAD incidents, personnel status and location, open source data alerts, sensors and more, visualized on a map (i.e. Esri online, Esri server, or static map layers) that can be modified with any of your agency's other data layers.
- Geographical Information System (GIS) Integration – Map display utilizes Esri ArcGIS online or ArcGIS Server map services provided by the Customer.
- Data Layer Panel – Each data layer source can be shown or hidden based on selecting or deselecting it in the data layer panel.
- Event Information Display – Details associated with each icon on the map can be viewed in an event information display upon clicking the icon.

2.1.6.2 Location

CommandCentral Aware maps GPS enabled land mobile radios (ASTRO P25 radios) and broadband devices (LTE/Wi-Fi enabled smartphones, tablets, and modems). The location solution supports the following capabilities:

- User & Resource Location – All available agency sources of location information and related metadata are ingested from broadband and land mobile radio (LMR) devices to pinpoint the location for vehicles and responders.
- Affiliation of Users, Devices and Units – A user can be affiliated with multiple devices (both broadband and LMR). Multiple users and their devices can be affiliated with a unit.
- Customizable Frequency of Reporting – Provisioned Cadence, On-Event, and On Request.
- Stale Location or Not Reporting Indication.
- Best Source Determination – Receives location data by responder and/or vehicle and combines with unit/user information to intelligently determine the best source and identify it for consumption by the mapping application.

2.1.6.3 Alerts

CommandCentral Aware Alerts improves situational awareness for the command center during an incident. Alerts show on the consolidated map to help improve outcomes and improve responder safety. The solution provides real-time status update of responder location and alert type and configurable visual and/or audio alerts.



2.1.6.4 CommandCentral Vault (Optionally Available for Purchase)

CommandCentral Vault is more than just storage; it is true end-to-end digital evidence management. CommandCentral Vault is a cloud-based digital evidence management solution to securely store, review, manage, and share all forms of digital evidence. Manage evidentiary files by storing and tagging incident-related video to CommandCentral Vault directly from CommandCentral Aware providing: The ability to capture still images and/or video clips from live streaming video feeds which can be manually or automatically tagged to an incident/case for evidentiary purposes. It provides a single place to aggregate evidence from multiple sources such as fixed video, social media, body worn cameras, in-car camera, audio notes and other multimedia sources. Supporting both automatic and manual uploads combined with end-to-end streamlined evidence management, Vault enables agencies to simplify workflows and the overhead of dealing with increasing amounts of digital evidence. Vault efficiently tags, redacts and secures evidence, it minimizes the time it takes to manage digital evidence and respond to information requests to make evidence sharing easier and more efficient. This capability is available as the two applications are using the CommandCentral shared platform of information for ease of transfer. CommandCentral Vault integrates with your CAD and RMS and across all CommandCentral applications to streamline workflows.

2.1.6.5 CommandCentral Analytics Plus (Optionally Available for Purchase)

Motorola Solutions is pleased to offer a next-generation crime analysis and intelligence solution that will help you uncover actionable insights to effectively allocate resources and fight crime. CommandCentral Analytics Plus, powered by LexisNexis, integrates with your existing data sources, leverages inter-jurisdictional data, and includes integrated search of billions of public records from over 10,000 sources. It also provides highly configurable experiences with purpose-built tools for roles across your agency.

By investing in CommandCentral Analytics Plus, detectives can use link analysis across datasets to easily track down leads and close cases. Command staff can quickly identify emerging trends and, with the help of analysts, better understand those patterns and develop proactive initiatives to effectively address them.

This is a cloud-based product, subscribed to as-a-service. It is highly accessible and cost-effective with predictable pricing. Product updates are seamless with new capabilities being delivered regularly. And, the cloud also provides proven security, reliability, and availability that keeps you operationally ready.

CommandCentral Analytics Plus includes a professional services engagement for implementation and deployment, and is built upon our operational expertise, tools, and best practices, perfected over our 90+ year history of working side-by-side with public safety.

2.1.6.6 Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with PremierOne CAD to provide a CAD status and event monitor capability. The CAD status monitor will allow the user to see a listing of incidents that includes: event type, location incidents, narrative, priority, status, geographic area, location of devices or units. The application consumes event driven data from multiple CAD systems allowing for real time assessment with other relevant data published to the platform such as officer location, alarms, alerts, tips, tactical information, voice and video.



2.1.6.7 Geographic Information System (GIS) Data Set Integration

CommandCentral Aware integrates with your hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the overall visualization of the intelligent map display. This adds to the common operating picture to enhance workflow details driven by geography and metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries to inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. Utilizing the geospatial processing induces an intelligent driven analysis and help to eliminate additional noise on the map to not distract from the concentrated area of concern.

Example data sets may include (but not limited to):

- The ability to refine the data displayed based on geographic area defined per user (i.e. by Area, Beat, Sector, Precinct, Zone, Quadrant).
- Find nearby entities by predefined distance (i.e., closest camera while in route, closest cameras to an event (CAD, gunshot detection, alert)).
- Determining road blockades caused by traffic jams, flooded roadways, or barricades.

2.1.6.8 Avigilon Control Center (ACC) & Video Analytics Integration

The Avigilon to CommandCentral Aware connector integrates the results of the rules engine combined with video from the Avigilon VMS. The targeted video feed is displayed in response to user interaction and pre-defined scenarios based on a customizable rule set. Specific category of events such as CAD incidents, LPR alarms, or other alert reporting system(s) integrated into CommandCentral Aware solution can be configured, in relation to the analytics, to trigger display of video feeds automatically. These real-time events and forensic capabilities detect and notify scene changes, missing objects and rules violations. In addition to the live video and analytics, the connector supplies operators video display tools that control pan, tilt, zoom (PTZ) cameras and playback of recorded video.

2.1.6.9 CommandCentral Vault Integration (If Optionally Available Vault is purchased)

CommandCentral Vault is integrated with CommandCentral Aware application. A CommandCentral Aware operator can easily take a live or recorded video stream from CommandCentral Aware, define a start and end time for the video clip, tag the clip with an incident ID and save a copy of the video directly to Vault. This workflow is streamlined from the CommandCentral Aware application. Native metadata from the camera source (time, date, GPS location, etc.) are automatically copied over to the video evidence within Vault. CommandCentral Aware users can easily switch over to Vault to perform redactions, share with external judicial partners or the public, or perform other digital evidence management tasks. Since CommandCentral Aware and Vault both exist within the CommandCentral ecosystem, Single Sign-on is utilized avoiding the need for separate logon credentials.



2.1.6.10 CommandCentral Query Data Hub Integration

Utilizing a Data Hub, CommandCentral Aware has unparalleled flexibility, versatility, and capabilities. The Data Hub provides easy, quick real-time searching of data from multiple agency databases. With more efficient and effective searching Law Enforcement users can take advantage of tremendous time and cost savings, streamline the law enforcement and judicial processes, and make more-informed decisions using real-time information. Data Hub includes, but not limited to, the following features:

- User access is based on profiles determined by the type of user (i.e. User role).
- Real-time access to data reduces search times from 2 -3 days to 2-3 seconds, saving time and money.
- Automated parsing and displaying of Alerts.
- Automated cascading searching.
- Automated matching, merging and scoring of search results.
- Ability to manually compare multiple search results.
- Search again function that eliminates double entry of search parameters.

This technology will be used as the backend engine managing data integration needed for Electronic Monitoring, BSOPics, Records Management System (RMS), BSO Warrants Database, and Phase 2 Inputs.



2.2 IMPLEMENTATION PLAN

2.2.1 Project Approach

Motorola Solutions, Inc. (Motorola Solutions) is an experienced prime contractor and integrator of statewide, countywide, and citywide projects. Members of Motorola's project staff have played key roles in designing and implementing systems similar in size and scope as designed for the Broward Sheriff's Office (Customer). Motorola is proud of our legacy of industry leadership and our history of close working relationships with many state and local government users.

Motorola provides project resources focused on deployment, and support of public safety systems. Our personnel have deployed solutions in hundreds of agencies and have developed the system integration expertise and methodologies to deploy mission critical systems for Public Safety agencies.

The project management methodology to be used in this project is based on the principles of the Project Management Institute's *Project Management Body of Knowledge (PMBOK)* and Motorola Solutions' extensive experience in project implementation. It includes processes to guide initiating, planning, executing, controlling, and closing projects to ensure on time and on budget completion while meeting the quality expectations of the stakeholders.

The project will be implemented in accordance with this Project Management Plan that will be reviewed and updated during the planning phase of the project. The Project Management Plan defines the project scope, schedule, and quality expectations of the project, and to provide a comprehensive strategy for managing the project. This document, combined with the Statement of Work and Project Schedule plan comprise the documents that are collectively referred to as the Project Plan.

2.2.1.1 Project Management

Motorola Solutions' project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that ensure appropriate design, production, and testing is optimized to deliver a high quality, feature-rich system.

Motorola Solutions employs intelligent project management processes and tools such as Microsoft Project for schedule development and control and managing schedule and budget, and systematic Risk Management to assist the project team in accurately forecasting and effectively controlling project activities.

The assigned PM for each organization shall be the business representative and point of contact for the organization, responsible for coordination of the organization's resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, provide status information to their counterpart, and generally oversee the execution of the project plan. Project management is an ongoing activity for the duration of the project and should be assumed to be part of every project task.



2.2.1.1.1 Motorola Solutions PM

We will designate a PM who will direct the efforts of our project team and the efforts of Motorola Solutions' subcontractors and third party vendors, as applicable, and serve as the primary point of contact for the Customer. The responsibilities of the Motorola Solutions PM include:

1. Maintaining the Project Management Plan.
2. Maintaining project communications with the Customer's PM.
3. Managing the efforts of Motorola Solutions staff and coordinate activities with the Customer's project team members.
4. Managing Motorola Solutions' subcontractors and third party vendors and integrating the delivery of third party content into the project.
5. Measuring, evaluating and reporting the progress against the project schedule.
6. Resolving deviations from the project schedule.
7. Monitoring the project to ensure that support resources are available as scheduled and as identified in the contract.
8. Coordinating and overseeing the installation/configuration of contracted Motorola Solutions application software.
9. Reviewing and administering change control procedures with the Customer's PM and in accordance with the change management provisions of the contract.
10. Conducting status meetings teleconferences as reasonably required to discuss project status.
11. Preparing and submitting a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated project schedule and action item log.
12. Providing timely responses to issues related to project progress raised by the Customer's PM.

2.2.1.1.2 Customer PM

The Customer will designate a PM who will direct the Customer's efforts and serve as the primary point of contact for Motorola Solutions. Responsibilities of the Customer PM include:

1. Maintaining project communications with the Motorola Solutions PM.
2. Identifying the efforts required of Customer staff to meet the task requirements and milestones in the Statement of Work and project schedule.
3. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Solutions PM.
4. Reviewing the project schedule with the Motorola Solutions PM and assisting in finalizing the detailed tasks, task dates and responsibilities.
5. Measuring and evaluating progress against the project schedule.
6. Monitoring the project to ensure that resources are available as scheduled.
7. Attending status teleconferences.
8. Providing timely responses to issues related to project progress raised by the Motorola Solutions PM.
9. Liaising and coordinating with other agencies, Customer vendors, contractors and common carriers.
10. Reviewing and administering change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
11. Ensuring Customer vendors' adherence to overall project schedule and plan. Identifying signatory personnel authorized to approve and release payment and approving and releasing payments in a timely manner.



12. Assigning one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one application administrator and one or more representative(s) from the IT department.
13. Identify the resource that has the authority to formally acknowledge and approve change orders, approval letter(s) and milestone recognition certificates and to approve and release payments in a timely manner.
14. Providing building access to Motorola Solutions personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola Solutions personnel if required for access to Customer facilities. Access must be available 24 hours a day during the course of this project.
15. As applicable to the CommandCentral Aware solution, assuming responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
16. Providing reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
17. Ensure a safe work environment for Motorola Solutions personnel.
If problems are encountered with hazardous materials, Motorola Solutions will immediately halt work and the Customer will be responsible for the abatement of the problem or Motorola Solutions and the Customer will jointly come to a mutual agreement on an alternative solution. Motorola Solutions will be excused from timely performance of its obligations pending such resolution.

2.2.1.2 Team Organization

The Motorola Solutions Software Enterprise organization is comprised of business groups that support the development and implementation of complex public safety communications systems. Members of several of these groups are involved from the solution conception through system completion.

The Motorola Solutions project team includes the project manager (PM) and subject matter specialists for the various implementation activities.

- SAs own the technical solution and have full responsibility for system design and performance, ensuring the technical integrity of the system design from contract throughout the entire project life-cycle. The SAs design the system and participate in the Contract Design Review (CDR) to confirm the system design meets the contracted requirements.
- Other groups support the efforts of the core team to ensure the successful implementation of the PremierOne solution.

In the event the Customer rejects assigned Motorola Staff in accordance with the terms in the Agreement, the project schedule, including Liquidated Damages timeframes, will be adjusted accordingly, based on the time required to identify and onboard the new Staff member.

The Customer's core project team should consist of a PM, an application administrator, transformation lead, system administrator, subject matter experts (SMEs) who will become system "super users" and who are empowered to make provisioning decisions on behalf of the agency, and IT personnel and training representatives. Note that in some cases, one person may fill more than one role. The project team must be committed to participate in activities for a successful deployment. Team member roles are generally described below:

- The PM shall be the business representative and primary point of contact and is responsible for coordination of resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate status teleconferences, approve deliverables, provide status information to the Motorola Solutions PM, and generally oversee the execution of this plan.



- The application and LMS administrator(s) will participate in overall implementation and training activities to gain an understanding of the software, interfaces and functionality of the system. This/these resources will participate in the provisioning process and coordinate and ensure user training is executed in order to facilitate Customers use of the CommandCentral Aware subscription service. The application administrator will maintain provisioning data updating users, groups, rules and cameras as needed by Customer.
- IT personnel provide required information related to LAN, WAN, wireless networks, server and client infrastructure and must also be familiar with connectivity to internal, external and third party systems to which CommandCentral Aware will interface. These resources will be responsible for assisting with the implementation of the CloudConnect server, maintaining the system infrastructure, maintaining client devices, Windows/firmware updates, and other system administration and maintenance activities.

2.2.1.3 Project Repository and Project Control Register

The official project repository is the location where all project documentation will be stored. This repository will be the primary repository of record in accordance with the records retention requirements of the performing organization's policies.

The project repository will be located at a Motorola Solutions provided Google site.

The repository is the primary tool the project manager will use to manage and control the project, and contains areas for the following:

- Customer Meeting Minutes.
- Project Schedule.
- Action Item Register.
- Risk Management Plan.
- Approved Change Orders.
- Approved Business Process Review Report.
- Records Detailed Design Document.
- Signed Milestone Certificates.
- Technical Project Documentation.
 - Interface Specification Documents.
- Results of Functional Demonstration.
- Shipping Documents.
- Standard User Documentation.
- Kickoff Presentation with Customer Design Review Presentations.

2.2.1.4 Schedule Management

Schedule management includes the processes required to manage timely completion of the project. The objective of the schedule management plan is to establish a structured, repeatable schedule management process to ensure the following:

- Creation of a master, detailed schedule.
- Creation of a baseline for the originally planned work start and finish dates.
- Regular updates to the schedule.
- Routine monitoring of the progress of all activities against the baseline.
- Regular reporting of variance against the baseline.



- Corrective action taken if the project deviates significantly from the plan.
- Any new commitments or changes to planned work follow the change control procedure.
- Utilization of a scheduling tool to maintain a consistent schedule structure.

The schedule for this project will be maintained using a mutually agreed upon project management tool. The project schedule will be baselined before work on activities begins. The schedule will be stored in the project repository. Over the course of the project, the Motorola Solutions Project Manager will request the Customer to sign off on progress and billing different types of milestones.

2.2.1.5 Implementation Complete Milestone

The Implementation Complete Milestone memorialize completion of CommandCentral Aware startup work enabling Customer to receive benefit of CommandCentral Aware cloud based features and contracted integrations.

Upon Transition to Support, Motorola Solutions will submit a milestone certificate signifying project completion. The Customer will identify the resource that has the authority to formally acknowledge and approve the milestone notification. Upon receiving a milestone notification, the Customer will have 15 business days to approve or reject the notification, including reasons for the rejection, in written form or electronically via email.

If the milestone notification is rejected within the 15 days, Motorola Solutions will address the reasons for rejection and resubmit it. The 15 business day cycle will then be repeated until approval is achieved. Failure to acknowledge milestone notifications within the 15-day period may adversely impact the project schedule.

2.2.1.6 Schedule Control

The schedule will be monitored and controlled by the project manager(s) in the following manner:

- Monitor the project schedule on a mutually agreed upon timeframe to determine if the project will be completed within the original effort, cost and duration.
 - Identify activities that have been completed during the previous time period and update the schedule to show they are finished and determine whether there are any other activities that should be completed but have not been.
 - If not, determine the critical path and look for ways to accelerate these activities to get the project back on its original schedule.
- Integrate any fully executed change requests into the project schedule baseline and provide project teams with an assessment of the impact on the timeline.
- Utilize performance reports to identify which dates in the schedule have or have not been met, as well as for alerting the project team to any issues that may cause schedule performance problems in the future.
- Obtain progress reports from the various project teams to monitor the status of tasks by collecting information such as start and finish dates, remaining durations for unfinished activities, and any known risks or issues.
- Changes to the schedule will be managed through the change control procedure.
- The action item register will be used as a tool to manage and report schedule variance by all project teams.



2.2.2 Communication Management

Communications management includes the processes required to ensure timely and appropriate generation, collection, dissemination, storage, and ultimately disposition of project information.

2.2.2.1 Communications Management Plan

The communication tools and documents addressed in the project plan are used for communication between project team members and between the project team members and stakeholders. All of these documents will be stored in the project repository. All project team members will have access to this database.

2.2.2.2 Status Teleconferences

Status teleconferences are one of the major communication tools used in this project and are documented in the format of minutes stored in the project repository. Minutes are taken during the meeting. The project team has the opportunity to comment or change information during the meeting.

The minutes will be released within three days of the teleconference and if applicable, approved within three days of receipt. Some meetings (e.g., the Executive Steering Committee meeting) may have different timelines for approval of minutes. Please see the Meetings table below for differing timelines. Minutes for a meeting will be approved by the sponsor or designee.

2.2.2.3 Project Communication Tools and Documentation

Following are the types of tools that may be used for communication during this project:

Table 1: Example of Communication Tools and Documents

Communication Tool	Description	Frequency	Author(s)	Recipient(s)	Location
Status Reports	Summarize progress of the project and upcoming activities, including reporting budget and schedule variance	Monthly	Project Manager	Project Sponsor	Google Drive
Status Teleconference Minutes	Written record of a meeting	As Needed	Facilitator or Designee	Meeting Attendees and Other Interested Parties	Google Drive
Project Schedule	Tracks cost and schedule variance and budget	Monthly	Project Manager	Team	Google Drive

2.2.2.3.1 Project Escalation Process

The escalation process addresses those situations when an agreement cannot be reached between the project managers and one or more of its stakeholders in a timely manner. The project managers may enlist the assistance of its stakeholders in the resolution of an issue to ensure the resolution represents the best interests of the project and its stakeholders.

The first level in the escalation path would be to the sponsor. If the issue cannot be resolved at that level within the defined time period, the issue is escalated to the executive level.

The project team should always strive to make decisions and address items at the lowest level possible; however, when a resolution cannot be reached, the item should be escalated to ensure a decision is made before it impacts the project.

Motorola Solutions Escalation Process

If there are issues that cannot be resolved with the project team:

1. The first level in the Motorola Solutions escalation path would be to the Project Manager
2. If the issue cannot be resolved at that level within the defined time period, then the issue can be escalated to the Regional Resource/Program Manager.
3. If the issue cannot be resolved at that level within the defined time period, the issue can be escalated to the Director of Solutions Delivery.
4. If the issue cannot be resolved at that level within the defined time period, the issue may be escalated to the Vice President of the Software Enterprise organization.

2.2.3 Risk Management

Risk management is the systematic process of identifying, analyzing, and responding to project risks. It includes maximizing the probability and consequences of positive events, and minimizing the probability and consequences of adverse events to project objectives.

2.2.3.1 Risk Management Plan

A risk is considered to be an uncertain event that has the potential to affect project implementation. The practice of risk management is intended to plan and prepare for those possibilities and identify new potential risks throughout the duration of the project.

The process for flagging and managing risks is as follows:

1. Risk Identification – This will be done by reviewing project documentation and by conducting brainstorming sessions with the project team. During the planning phase, an initial evaluation of risks will occur by the project team, led by the project manager. A project team member can identify new risks at any point during the project.
2. Risk Response Planning – The risk index will be used to prioritize risks. The risks will be rated using the probability and impact as estimated and the risk trigger and owner will be identified for further monitoring of the risk.
3. Risk Monitoring & Control – The risk owner will be responsible for monitoring the risk through the project execution and will report the status during every project management meeting. Any updates to the probability or impact of the risks will be communicated to the project manager of the project. When a risk occurs during the project it will be considered an “issue” and be handled according to the agreed response plan.



4. Risk Reporting – The risk response plan will be reviewed and updated for change in probability/impact of the existing risks, new risks identified, and any risk that occurred with the status of the response in action. The risks will be reviewed regularly at project management meetings.
5. Change Requests & Lessons Learned – Any change to the project activities to mitigate a risk or workaround for an unidentified risk may generate change requests. These change requests will follow the procedures detailed in the Change Control section of this document. Any lessons learned will be documented in the lessons learned repository for the project.

2.2.4 Action Items

An action item is defined as a question, problem, or condition that requires a follow up activity for resolution. If unsettled, an action item can become an issue, or depending upon the severity of the impact, a risk.

2.2.4.1 Action Items Management Plan

All action items will be documented in the project Action Item Register with the updated document being stored in the project repository. The procedures for handling an action item are as follows:

Raising the Action Item:

1. All project members are responsible for identifying action items.
2. The project manager designates the team member who will act as the “action item owner.”
3. The owner is primarily responsible for entering the action item.
4. The owner will be responsible for determining the person(s) who is/are assigned to resolve the action item and for notifying the responsible person of the action item.
5. The owner is the primary point of contact responsible for action item tracking, resolution and closure.

Evaluate/Prioritize Action Items:

1. The project manager, with key stakeholders, objectively assesses the priority each action item will receive with respect to its impact on the project.
2. Consideration in determining priority (high, medium, or low) includes:
 - Assessing the consequences of a delayed response to an action item on quality, project cost, scope, technical success, and schedule.
 - Assessing the impact of an outstanding action item on the overall project – not just the discrete action item.
 - Identifying potential risks associated with the action item.
 - Determining possible response to resolve an outstanding action item.

Monitor and Control:

1. The project team is responsible for monitoring and controlling action items weekly as follows:
 - Review action item log and assess existing action items that are not in a “Closed” status to determine if:
 - ♦ The priority has changed.
 - ♦ The due date needs to be changed; If the due date is past due it either needs to be extended out further, or an explanation needs to be added to the notes section providing a current update on the action item and when it is expected to be completed).
 - ♦ Ownership needs to be changed.
 - ♦ The action item status is “Completed” and can be “Closed”.
 - Identify and assess new action items.



Communication:

1. Communicate status of action items to team members and stakeholders.

Escalation:

1. Once the project manager identifies that an action item due date has passed without resolution, the action item may become an issue, based on the priority and potential impact to the project.

Closing the Action Item:

1. After it has been completed and communicated, it is the responsibility of the owner to close the action item.
2. The project manager will audit to ensure action items are resolved and closed.

2.2.5 Change Control

Change Control is concerned with influencing the factors that create changes to ensure that changes are agreed upon, determining that a change has occurred, and managing the actual changes when and as they occur.

Changes to the project can impact a variety of areas including cost, scope, schedule, and quality. Changes to the project that impact one or more of these areas must be approved via the change control process outlined in the Contract.

A change request is used to identify a change in cost, schedule, scope, and/or quality relating to the project. The change request will specify what the change is and how it will affect cost, scope, schedule, and/or quality. There are times when the change may affect one without the others.

All change requests must be approved or rejected by the sponsor or designee and will be documented in the project repository.

2.2.5.1 Change Request Procedure

Motorola Solutions and the Customer will utilize the following change control process to manage changes during the life of the project.

1. A change request must be submitted via email to document the potential change - the email for the proposed change must be submitted to Motorola Solutions and the Customer's project managers who will in turn provide it to relevant parties for assessment.
2. All change orders will be logged and tracked - the Customer project manager will record the request in the change management log section of the project control register and will update the log throughout the process.
3. The change will be reviewed and, if acceptable to the Customer, Motorola Solutions will submit to Customer an estimate of the impact to cost, schedule, scope, and quality.
4. Motorola Solutions will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the Customer's project manager (work cannot commence on any new activities related to the change request until all parties agree in writing).
5. Motorola Solutions project manager and Customer project manager will adapt project plans to incorporate approved changes.



2.2.5.2 Change Control Process

Steps for the change control process are as follows:

1. Complete a write-up for the proposed change and submit copies to Motorola Solutions and Customer project manager(s) who will in turn provide to relevant parties for assessment.
2. Record the request in the change management log section of the project control register.
3. Investigate the impact of the proposed change (cost, schedule, scope) and evaluate the impact of not performing the change.
4. Prepare a response to the proposed change.
5. Retain the original in the project repository.
6. Motorola Solutions and Customer agree whether the change should be performed and obtain authorization sign-off of the change request.
7. The appropriate document is created.

If Change is not Accepted:

1. Motorola Solutions project manager will discuss and document the issue with the Customer project manager.
2. The proposed change can be modified and re-submitted, or withdrawn, if it is agreed to be non-essential (in this case, the reasons will be documented).

If Change is Accepted:

1. Once the change request has been approved and signed by the authorized parties, work may begin.
2. Motorola Solutions project manager and the Customer project manager will adapt project plans to incorporate the approved change.
3. Both Motorola Solutions and the Customer must sign-off that a change has been complete.
4. The change control log will be updated.
5. The change control log will be supplied at the progress meetings and/or in status reports.

2.2.6 Project Contact List

The respective project managers will complete the table below during kick-off.

Table 2. Project Team Directory

Name	Department	Role	Phone Number	E-mail Address



2.2.7 Statement of Work

2.2.7.1 Overview

This Statement of Work (SOW) describes tasks to be performed in implementing the solution and the deliverables to be furnished to the Customer. The tasks described herein will be performed by Motorola Solutions, its subcontractors (as applicable), and the Customer to implement CommandCentral Aware. When assigning responsibilities, the phrase "Motorola Solutions" includes our subcontractors and third-party partners.

Motorola Solutions' project manager will use the Statement of Work to guide the deployment process and coordinate the activities of Motorola Solutions resources and teams. The project manager will also work closely with the Customer's project manager to clearly communicate the required deployment activities and schedule tasks involving Customer resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the System Description and system integration and or subscription services as described in this SOW and contract agreements. Deviations and changes to this SOW after contract are subject to mutual agreement between Motorola Solutions and the Customer and will be addressed in accordance with the change order provision of the Contract.

2.2.7.2 Implementation Considerations

Motorola Solutions has made several decisions and considerations in preparing this quote which are noted below. Motorola Solutions reserves the right to modify the solution to incorporate changes for any invalid assumptions. Changes to the equipment or scope of the project after contract may require a change order.

1. All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m. local time.
2. Customer will provide Motorola Solutions staff access to facilities and systems as required to enable Motorola Solutions to perform its tasks in accordance with the project schedule.
3. State, local or federal permits as may be required for the installation and operation of any equipment associated with this solution are the responsibility of the Customer and are not part of the Motorola Solutions scope.
4. The Customer will provide desk-space and furniture for each Aware console position included in this solution.
5. Motorola Solutions work will be completed remotely unless specifically stated that a task or task will be performed at the Customer location.
6. Motorola Solutions has no responsibility for the performance of and/or delays caused by contractors or vendors engaged by the Customer for this project.
7. The implementation phase of the project is considered complete upon the delivery of Post Implementation Services.
8. Motorola Solutions is not responsible for issues beyond our control; such as but not limited to improper frequency coordination by others and non-compliant operation of other radios.



2.2.7.3 Contract Award and Management

2.2.7.3.1 Contract Award

Motorola Solutions and the Customer execute the contract and both parties receive copies of the executed contract.

2.2.7.3.2 Contract Administration and Project Initiation

After the contract is executed, the project is set up in the Motorola Solutions information and management systems. Motorola Solutions and the Customer assign project resources. The kickoff meeting is scheduled.

2.2.7.3.3 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola Solutions and the Customer are critical to the successful implementation and on-going operation of CommandCentral Aware. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of CommandCentral Aware.

Shortly after contract signing, Motorola Solutions will conduct a one-on-one teleconference with your designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Solutions Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review teleconference.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third party engagement/considerations (as applicable).
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the online Learning Management System (LMS) training approach.
5. Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
6. Discuss the Aware Discovery Requirements checklist and verify Customer has a copy of the checklist.
7. Discuss the potential need for additional information to be provided during CDR such as 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces.
8. Coordinate enabling designated Customer administrator with access to the LMS and CommandCentral Admin Console.



Customer Responsibilities

1. Provide Motorola Solutions with the names and contact information for the designated LMS and application administrators.
2. Collaborate with the Motorola Solutions PM and set the Project Kickoff meeting date.

2.2.7.3.4 Project Kickoff

The purpose is to introduce project participants and review the overall scope of the project.

Motorola Solutions Responsibilities

1. Conduct a project kickoff meeting.
2. Ensure key project team participants attend the teleconference.
3. Introduce all project participants.
4. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
5. Review the overall project scope and objectives.
6. Review the resource and scheduling requirements.
7. Review the initial Project Schedule with Customer to address upcoming activities.
8. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
9. Identify 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with local and remote systems which Customer will provide.
10. Verify Customer Administrator(s) have access to the LMS and CommandCentral Admin Console.

Customer Responsibilities

1. Ensure key project team participants attend the teleconference.
2. Introduce all project participants.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola Solutions staff to facilitate delivery of services described in this Statement of Work.
5. Ensure any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to 3rd party licensing agreements.
6. Procure 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with local and remote systems.
7. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola Solutions resources to obtain access to each of the sites identified for this project.
8. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.
9. Validate access to the LMS and CommandCentral Admin Console.
10. Provide the information required in the Aware Discovery Requirements checklist.



Completion Criteria

Project kick-off meeting completed.

Motorola Solutions Deliverable

Description
Project Kickoff Meeting Minutes

2.2.7.3.5 Contract Design Review (CDR)

The objective of the CDR is to review the project scope, project schedule, technical components, training approach and functional demonstration approach with the Customer project team.

Any changes to the contracted scope can be initiated via the change provision of the contract.

Motorola Solutions will review the Phase 1 connectors/interfaces and do a high level review of the Phase 2 connectors at this time. A secondary detailed review of Phase 2 connectors/interfaces will be conducted prior to commencing the development and deployment of Phase 2.

Motorola Solutions Responsibilities

1. Review the contract exhibits: System Description, Statement of Work, Project Schedule, and, Interface Specification Document(s) as applicable.
2. Review 3rd party partner and components as applicable.
3. Review the scope of the Post Installation Consultative Services offering.
4. Review the technical, environmental and network requirements of the solution.
3. Conduct reviews of the ISDs to explain how the contracted connectors/interface(s) function as well as any dependency on 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with local and remote systems.
4. Document variances between the Customer's expectations and the ISDs.
5. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola Solutions and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the contract.
6. Identify the inputs required from Customer associated with the VMS connectors.
7. Review the functional demonstration process for Aware and interface connectors.
8. Request shipping address and receiver name.
9. Provide completed paperwork, provided to Motorola Solutions during project kickoff, that enables Motorola Solutions resources to obtain site access.
10. Review the information in the Aware Discovery Requirements checklist.
11. Grant Customer LMS Administrator with access to the LMS.
12. Grant Customer Administrator with access to CommandCentral Admin Console
13. Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities

1. Project Manager and key Customer assigned designees attend the meeting.
2. Provide network environment information as requested.
3. Make knowledgeable individuals available for the ISD reviews.
4. Provide input on the current use of the interface and verify that the functional specification in the ISD meets the use case or identify desired changes to the specifications.



5. If applicable, test existing equipment and/or any 3rd. party equipment with which Motorola Solutions equipment will interface.
6. Providing shipping address and receiver name.
7. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per contract.
8. Discuss information on 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Project Kickoff Meeting so as not to impact the project schedule.
9. Work with the owners of the new and existing data and video equipment to establish network connectivity (where applicable).
10. Gather data required to configure VMS connectors and provide information as CSV or in Excel spreadsheets.

Completion Criteria

The CDR is complete upon Customer receipt of the CDR Summary Report.

2.2.7.4 Hardware/Software

2.2.7.4.1 Procure and Ship Equipment

Motorola Solutions Responsibilities

1. Procure contracted equipment in accordance with the equipment list.
2. Arrange for shipping to Customer location
3. Notify Customer of equipment shipping specifics and ETA for arrival

Customer Responsibilities

4. Provide and install all communications lines and network equipment and configuration that are not Motorola Solutions provided in accordance with the project schedule.
5. Provide software required for the support of interfaces that have not been contracted for through Motorola Solutions.

Completion Criteria

Equipment order is completed and ready to be shipped to Customer.

2.2.7.4.2 General Installation and Configuration

Motorola Solutions Responsibilities

1. Receive and inventory contracted equipment (reference equipment list).
2. Rack and install the CloudConnect server on existing Customer equipment rack.
3. Connect server power to power source PDU provided by the Customer.
4. Assign Customer provided IP addresses to both the physical and virtual machine servers.
5. Configure server with contracted software and apply licenses.
6. Configure the Aware workstation(s) access to the CloudConnect server.
7. If workstations are included in the contracted equipment, supply and configure Aware workstations with the monitors.
8. Connect and test the monitors connected to the workstation in accordance with the system design diagram and documentation.
9. Configure network connectivity and test connection to the CloudConnect server.



Customer Responsibilities

1. Provide access to the sites as required for Motorola Solutions to complete installation activities.
2. Provide IP addresses for server and workstation equipment.
3. Provide AC receptacles within 10 feet of locations where equipment is to be installed.
4. Provide a one Gigabit network Ethernet port within six feet for each of the workstation's installation area. Provide user names, email addresses, phone numbers in order to create logons for system
5. Provide all required 3rd party API and SDK licensing and documentation for Customer's existing systems such as CAD, Video Management Systems, etc.
6. Provide a dedicated delivery point for receiving, inventory and storage of equipment.
7. Provide antivirus software for the Aware clients as/if desired.
8. Decommission, remove and/or dispose of any existing equipment being replaced by the CommandCentral Aware solution.

Completion Criteria

CloudConnect Server configuration is complete.

2.2.7.4.3 System Installation & Configuration Acceptance

Motorola Solutions CommandCentral equipment and software is installed, configured and accepted by the Customer.

2.2.7.5 Interfaces/Connectors and Integration

The delivery, installation and integrations of interfaces for both Phase 1 and Phase 2 will be an iterative series of activities depending upon availability of the interface and access to 3rd party systems. Interfaces will be installed and configured in accordance with the project schedule.

Connectivity will be established between CommandCentral Aware and the external and/or third-party systems to which CommandCentral Aware will interface. Motorola Solutions will configure Aware to support each contracted connector. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the connector(s).

For VMS connectors that will be configured for each school and location where NVRs are installed, the Customer must provide all camera names, coordinates and IP mapping and the network plan in CSV or Excel files and a floor plan for each location that reflects camera placement prior to Motorola Solutions commencing configuration of the VMS connectors. Such work will not begin until all required information is available.

Motorola Solutions Responsibilities

1. Develop new interface connector(s) in accordance with the ISD(s).
2. Establish connectivity to external and third-party systems.
3. Configure the NVRs for each of the VMS interfaces/connectors.
4. Provide training over a five-day period on configuration of Avigilon cameras.
5. Configure interface connectors to support the functionality described in the ISD(s).
6. Perform unit testing of each interface connector.



Customer Responsibilities

1. Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with CommandCentral Aware.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' connector installation efforts.
3. Provide network connectivity between Aware and the third-party systems.
4. Provide requested information on API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Project Kickoff Meeting.
5. Provide camera names, coordinates, IP mapping and the network plan and a floor plan at each location at which VMS NVRs are installed (including schools and Public Safety buildings).
6. Assign qualified personnel to participate in the training on configuration of Avigilon cameras.
7. Complete entry of camera locations following training.
8. Adhere to the requirements presented in the ISD(s).

Motorola Solutions Deliverables

Description
Contracted Interfaces/Connector(s)

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Aware to some 3rd party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems Motorola Solutions will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

2.2.7.5.1 CommandCentral Aware Geospatial Mapping Configuration

Motorola Solutions Responsibilities

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).
2. Add camera locations to ESRI system map and configure hot links within Aware system.
3. Test mapping layers and links to validate Aware is accessing and utilizing Customer published GIS data.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map layers.
3. Work with Motorola Solutions staff to publish specific maps beneficial to the Customer analysts.

Completion Criteria

Aware Geospatial Mapping configuration is complete.



2.2.7.5.2 ASTRO 25 Location Configuration and Integration

Motorola Solutions will establish Location Mapping provisioning parameters based off the ASTRO Capacity Analysis report and provision Location Mapping with the agreed parameters.

2.2.7.5.3 Location Integration

Motorola Solutions Responsibilities

1. If an upgrade to Customers IMW is required to support CommandCentral Aware, provide software required upgrade to Customer.
2. Provide integration services between the radio network and any external networks.
3. Configuration updates to IMW system required to support the location tracking CommandCentral Aware feature.
4. Provide CommandCentral CommandCentral Aware provisioning support

Customer Responsibilities

1. Provide the backhaul connections for cloud services based on Motorola Solutions' recommended network specifications.
2. Customer will be responsible for any subscriber provisioning.
3. Mount the sensors to their holsters.
4. Provision subscribers as needed

2.2.7.6 CommandCentral Aware Provisioning

Motorola Solutions Responsibilities

1. Using the CommandCentral Admin Console, provision users, groups, rules and cameras based off Customer Active Directory data.

Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola Solutions conducting Aware provisioning.
2. Respond to Motorola Solutions inquiries regarding users/groups/agency mapping to Aware functionality.

Completion Criteria

Aware provisioning is complete upon Motorola Solutions completing provisioning activities.

2.2.7.7 CommandCentral Aware Training

2.2.7.7.1 On-Line Training

CommandCentral Aware training is made available to you via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of on-line learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to them



LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

1. Initial set up of Panorama¹ and addition of administrators.
2. Provide instruction to Customer LMS Administrators on:
 - A. Adding and maintaining users.
 - B. Adding and maintaining Groups².
 - C. Assign courses and Learning Paths³.
 - D. Running reports.

Customer Responsibilities

1. Provide Motorola Solutions with names (first and last) and emails of Customer LMS administrators
2. Provide access to learningservices.motorolasolutions.com
3. Complete LMS Administrator training
4. Advise users of the availability of the LMS
5. Add/modify users, run reports and add/modify groups

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

2.2.7.7.2 CommandCentral Aware On-Site Functional Overview

The on-site functional overview consists of a three-day on-site session to provide functional instruction and a hands on workshop. The on-site overview supplements the user learning experience provided by the Motorola Solutions Software Enterprise LMS. The three days can be split into multiple four-hour sessions or otherwise structured to your individual needs. We have included two 3-day sessions.

Motorola Solutions Responsibilities

1. Conduct training discovery teleconference with Customer's PM or Training Manager to understand the Customer needs and objectives of Motorola Solutions on-site training.
2. Develop overview content and route to Customer for review and approval.
3. Schedule and conduct on-site sessions.

Customer Responsibilities

1. Participate in the training discovery teleconference.
2. Review and approve the overview content prior to Motorola Solutions scheduling on-site sessions.
3. Provide one workstation with three monitors for each participant and one workstation with three monitors for the Motorola Solutions instructor.

¹ Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

² Groups – A more granular segmentation of the LMS that are generally utilized to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

³ Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.



Completion Criteria

Work is considered complete upon conclusion of the on-site overview sessions.

2.2.7.7.3 Aware Query Training

Training on the Aware Query functionality will be provided in both Phases 1 and 2 consisting of the following in each phase:

- A. 2 – 2-hour Training Sessions – On-site local train-the trainer-sessions
- B. 2 – 2-hour Training Sessions – On-site regional train-the trainer-sessions
- C. Videos Tutorials
- D. 5 – 1-hour Online Webinars

Completion Criteria

Aware Query training is complete upon conclusion of the last on-site or on-line sessions, whichever occurs later.

2.2.7.8 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral Aware cloud based features, map display and location updates, video display and system integration via configured interfaces (as applicable).

Motorola Solutions Responsibilities

1. Create functional demonstration script.
2. Provide script to Customer for review and agreement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features, map display, location updates, video display and or interface integration.
5. Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by Customer or Motorola Solutions during the demonstration.
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.
4. Provide Motorola Solutions with any requests for feature enhancements.

Completion Criteria

Conclusion of the functional demonstration.



2.2.7.9 Support Planning

Within 10 business days of completing the Functional Demonstration, Motorola Solutions and the Customer will have completed all implementation tasks and will prepare the Customer for transitioning into the on-going support period of the contract.

Motorola Solutions Responsibilities

1. Schedule a call between Customer and Motorola Solutions Support organization.

Customer Responsibilities

1. Coordinate a time with Motorola Solutions to conduct a call to transition Customer to support.

Completion Criteria

Transition support call scheduled.

2.2.7.10 Transition to Support

Following the completion of the functional demonstration Customer may commence using CommandCentral Aware for all purposes including productive use. Motorola Solutions and Customer will schedule a mutually agreeable time to transition Customer's on-going support to Motorola Solutions Support organization. The transition to Motorola Solutions' Support organization completes the implementation activities.

Motorola Solutions Responsibilities

1. Provide Customer with Motorola Solutions Support engagement process and contact information.
2. Gather contact information for Customer users authorized to engage Motorola Solutions Support.
3. Schedule and facilitate the handover call between Customer and Motorola Solutions Support organization.

Customer Responsibilities

1. Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions Support.
2. Participate in the handover call, familiarize themselves with the terms and conditions of support
3. Engage the Motorola Solutions Support organization as needed.

Completion Criteria

Conclusion of the handover to support.



2.2.7.11 Post Implementation Consultative Service

CommandCentral Aware Post Implementation Consultative Service provides you with a personalized experience during the first weeks as a CommandCentral customer. On-site consultation services provide individualized assistance and provide your personnel with the knowledge to operate and customize CommandCentral Aware within your organization. This includes understanding how to identify and distribute incident-relevant intelligence from aggregated data, query and video sources to first responders in real time, and proactively identify issues before they escalate. You will receive two two 5-day on-site consultation sessions. The first session to be scheduled within 30 days of transitioning to Motorola Solutions Support. The second session to be scheduled 90 days from the conclusion of the first on-site session.

Motorola Solutions Responsibilities

1. Coordinate and schedule the on-site delivery of Post Implementation Services.
2. Deliver the contracted on-site service

Customer Responsibilities

1. Schedule on-site service with the Motorola Solutions PM.
2. Schedule and coordinate the resources who will work with the Motorola Solutions CommandCentral Aware Post Implementation Consultant.

Completion Criteria

Tasks are considered complete following the delivery of the on-site consultation.

2.2.7.12 Completion Milestone

Following the conclusion of delivery of Post Implementation consultative services, the implementation project is considered complete and the completion milestone will be recognized.





PROPOSAL TO
BROWARD SHERIFF'S OFFICE

SECTION 3 POINT-BY-POINT RESPONSE TO TECHNICAL SPECIFICATIONS

BASE LAYER INTEGRATION SOFTWARE PLATFORM FOR OUR REAL TIME CRIME CENTER

MARCH 31, 2020

BID NO. 19053JLS

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Section 3

Point-by-Point Response to Technical Specifications..... 3-1

SECTION 3

POINT-BY-POINT RESPONSE TO TECHNICAL SPECIFICATIONS

Responses to technical specifications are provided below.

RLI No.	RLI Specification	Compliance Level	Explanation
1	BACKGROUND:		
	The Broward Sheriff's Office (BSO), a full service public safety agency with approximately 5,500 employees, is seeking a qualified candidate(s) to provide a base layer integrating software platform for our Real Time Crime Center (RTCC). The software will integrate, automate and geomap multiple data points from hardware and other software and programs. The Broward Sheriff's Office Real Time Crime Center endeavors to set the standard for comprehensive technology integration into law enforcement. The BSO RTCC anticipates leveraging technology to enhance the efficiency and effectiveness of law enforcement response to all threats to our community.	Understood	
	The coordination of multiple sources of data and information is critical to the effective law enforcement response to hazardous events. BSO requires integration of video inputs, incident reports, arrest records, photos, national crime databases, 911 call records, computer aided dispatch data and more. As critical is the need to translate these into actionable intelligence. Currently most of this information comes to law enforcement via separate silos. The expected solution brings these diverse inputs together and presents them in a single, real-time operational view, while also recognizing patterns and alerting the user— a Real Time Crime Center (RTCC).	Comply	



RLI No.	RLI Specification	Compliance Level	Explanation
	The RTCC will have data and video inputs coming directly from multiple sources, including dispatch, video feeds, license plate readers, electronic monitoring devices, and much more. At a minimum, the RTCC will provide fast, coordinated information sharing that maximizes law enforcement capabilities and ensures the safety of our community. This will ensure that real time information is available to first responders throughout the County, enhancing the ability to respond immediately and effectively to any crisis situation. The RTCC is staffed with BSO Detectives and Crime Analysts who will view, assess and disseminate the information to deputies responding to the scene. They will also provide critical information to detectives post-event in order to rapidly identify and apprehend perpetrators of crimes. The BSO RTCC is being planned with two critical components at its core: Strategic Command & Control and Intelligence.	Comply	
1.1	Strategic Command and Control:		
1.1.1	Efficiently coordinate resources, provide operational intelligence and effectively respond to critical incidents in progress.	Comply	
1.1.2	The Strategic Command & Control component will combine all available technology and intelligence, efficiently applying these to critical incidents.	Comply	
	Leveraging technology, RTCC detectives will be able to guide first responders to the threat, providing up to the moment information about what is occurring.	Comply	
1.1.3	Critical incidents can be identified via: predetermined call types, key word triggers, direct notification devices, as well as staff identified calls (radio monitoring, tips etc). Upon identification of a critical incident by the system, the RTCC's vision is that the incident will alert the RTCC and auto-populate the GPS location on the RTCC screen, also identifying nearby video feeds, LPRs, other technology, RMS data, and other pertinent Intel data. RTCC staff will be able to provide critical over watch and information to arriving units, enabling them to expedite and maximize their response.	Comply	

RLI No.	RLI Specification	Compliance Level	Explanation
1.2	Rapid Intelligence Dissemination		
1.2.1	Harness technology and data to preemptively identify emerging threats	Comply	
1.2.2	Expediently investigate and solve crimes	Comply	
1.2.3	The Intelligence component of the RTCC can be summarized by the ability to access all BSO databases and resources and apply analysis that enables preemptive action. The addition of resources is unending, always building, growing, and constantly getting bigger and smarter. An effective Intelligence component will initially provide tactical intelligence (apart from the video) to responding units and quickly expand as the immediate scene is secured and investigations start. This will include a federated search for names, addresses and phone numbers. Critical intelligence will be pushed out to responding units, allowing them to react more tactically and efficiently. This might include: call history for a location, subject and vehicle information, and officer safety warnings and concerns. Once a scene has reached a suitable layer of safety, the RTCC Intelligence component can be quickly accessed to rapidly build out emerging information and facilitate investigations. The early leads provided by technology will also dramatically enhance the early stages of investigations, including the location of subjects and vehicles. The BSO RTCC seeks to harness information provided by technology to quickly identify, locate and capture suspects and reduce possible negative impacts on our community. The RTCC detectives should have the ability to quickly access multiple databases and provide immediate information to detectives on scene. In this sense, the BSO RTCC is also emulating an information fusion center.	Comply	
1.3	Anticipated Inputs:		
1.3.1	PHASE 1 (Priority): The inability to deliver all "Priority" inputs within Phase 1 is not an automatic disqualifier, though CAD and Video/VMS and LPR integration are mandatory Phase 1 inputs.	Understood	



RLI No.	RLI Specification	Compliance Level	Explanation
1.3.1.1	Computer Aided Dispatch (CAD)(currently Motorola Premier One). CAD is considered an activator. All calls, or certain pre-determined calls, will automatically be gps-mapped by location on the map.	Comply	
1.3.1.2	VMS (Video Management Systems) and IP based cameras – System Agnostic (onVif Compatible); flexible for single camera or opens VMS program. All system cameras will be gps-mapped and activated if they are within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the VMS and IP based cameras should be available to view on a map independently as a base layer, with exact locations gps-mapped.	Comply with Clarification	We connect to the VMS in a majority of our deployments, but can connect to individual cameras if the cameras have a public IP on the Internet.
1.3.1.3	Current Video Feeds:		
1.3.1.3.1	BCSB (Broward County School Board) – Avigilon	Comply	
1.3.1.3.2	Public Safety Building Panasonic VI Monitor Plus - Will be Avigilon soon	Comply	
1.3.1.3.3	Broward County Jails OnSSI/Ocularis	Comply	
1.3.1.3.4	BSO Districts – 4, 5, 11, 13, 10 (TEI VPS EZ Cam, Avigilon, Genentech et al.)	Comply with Clarification	CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. For TEI VPS EZ Cam cannot find any information on product, would need vendor contact to discuss connectivity options. For Genetec, comply as long as BSO is responsible for acquiring SDK licenses.
1.3.1.4	Anticipated Feeds:		
1.3.1.4.1	Broward County facilities – OnSSI/Ocularis	Comply	
1.3.1.4.2	Port Everglades	Comply with Clarification	(Optionally Available for Purchase) CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras.

RLI No.	RLI Specification	Compliance Level	Explanation
1.3.1.4.3	Broward County Convention Center	Comply with Clarification	(Optionally Available for Purchase) CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras.
1.3.1.4.4	Fort Lauderdale International Airport	Comply with Clarification	(Optionally Available for Purchase) CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras.
1.3.1.4.5	Broward County Transit	Comply with Clarification	CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras. (assumes one new VMS, one NVR, up to 10 cameras)
1.3.1.4.6	FDOT	Comply with Clarification	Most DOTs don't have VMS so we recommend adding VMS to record video. (Optionally Available for Purchase) . Will map up to 10 cameras by URL if cameras are accessible through the public internet.
1.3.1.4.7	Broward DOT	Comply with Clarification	(Optionally Available for Purchase) CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Most DOTs don't record video so we recommend adding VMS to record video.
1.3.1.4.8	BCFR stations	Comply with Clarification	CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras. (assumes one new VMS, one NVR, up to 10 cameras)



RLI No.	RLI Specification	Compliance Level	Explanation
1.3.1.4.9	Private Feeds via security	Comply with Clarification	CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras or could provide an overlay solution to provide video feeds. (assumes new VMS, price per each business or residential feed)
1.3.1.4.10	Private business feeds	Comply with Clarification	CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras or could provide an overlay solution to provide video feeds. (assumes new VMS, price per each business or residential feed)
1.3.1.5	License Plate Readers LPR – Agnostic – Vigilant and Genetec in BSO currently. LPRs are considered an activator if they alert. All system LPRs will be gps-mapped and activated if they are within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the LPRs should be available to view on a map independently as a base layer, with exact locations gps-mapped.	Comply with Clarification	For Vigilant comply. For Genetec, comply as long as BSO is responsible for acquiring SDK licenses. For all other LPRs, need more information.
1.3.1.6	Electronic Monitoring (ELMO Pretrial and Probation – BSO currently); state and federal TBD. All persons on ELMO will be gps-mapped and shown in motion as they are moving if they are within a certain distance from an incident or an activator. ELMO can also be considered an activator if it alerts independent of any other activation. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the ELMO system should be available to view on a map independently as a base layer, with exact locations gps- mapped.	Comply	



RLI No.	RLI Specification	Compliance Level	Explanation
1.3.1.7	BSOPics - All persons will be gps-mapped based on their location of arrest and location of residence, and a picture of them will be displayed if the incident or activator occurs at that exact address, or within a certain distance of the address. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, BSO Pics should be available to view on a map independently as a base layer, with exact locations gps-mapped.	Comply	
1.3.1.8	Records Management System (RMS) (currently OSSI) - GPS located. All data will be gps-mapped and shown if it is within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, all RMS data should be available to view on a map independently as a base layer, with exact locations gps-mapped. RMS data includes:	Comply	
1.3.1.8.1	Arrests	Comply	
1.3.1.8.2	Accidents	Comply	
1.3.1.8.3	Field Interview (FI) Cards	Comply	
1.3.1.8.4	Incidents	Comply	
1.3.1.8.5	Citations/Warnings	Comply	
1.3.1.8.6	Ordinances	Comply	
1.3.1.8.7	Tow Impounds	Comply	
1.3.1.9	Shotspotter - ShotSpotter is an activator. All alerts of gunfire will be gps-mapped. ***Note-BSO does NOT currently use or have ShotSpotter installed, however it may in the very near future.	Comply	(Optionally Available for Purchase)
1.3.1.10	SAFER Watch - SaferWatch is an activator. All incoming alerts must be gps-mapped based off of BOTH the tipsters gps location and the location of the alleged incident.	Comply	

RLI No.	RLI Specification	Compliance Level	Explanation
1.3.1.11	BSO Warrants Database. All warrants must be gps-mapped based on the address of the persons named on the warrant and their picture must be displayed. . All warrants must be gps-mapped and shown if they are within a certain distance from an incident or an activator. The system should be built so that distance can be changed as necessary by RTCC personnel. Additionally, the BSO Warrants Database should be available to view on a map independently as a base layer, with exact locations gps- mapped.	Comply	
1.3.1.12	RING/Neighbors Video and Info Sharing app. Ring is considered an activator, as well as a standalone layer.	Exception	We are more than happy to collaborate with RING; additional negotiations with RING would need to occur. There is potential for overlaying RING camera locations on a map.
1.3.2	PHASE 2 INPUTS: The ability to deliver Phase 2 inputs within phase 1 should be noted in your proposal.	Understood	
1.3.2.1	Jail Management System (JMS)	Comply	
1.3.2.2	CAD History	Comply	We are able to plot past CAD locations on a map in a playback style scenario. Detailed CAD history would need to be accessed directly from the CAD system.
1.3.2.3	FLIR/CNC Live	Comply	CommandCentral Aware is VMS agnostic and can connect to multiple VMSs, provided the target VMS provides an API. Need more information on product, version and number of cameras.
1.3.2.4	ESRI layers integrated – Sex Offenders, Probationees, Juvenile Probationees.	Comply	
1.3.2.5	DJJ Juvenile Records	Comply	
1.3.2.6	DAVID	Comply	
1.3.2.7	Universal/Federated Query via Name or Address or Phone or LPR hit etc., that searches all BSO databases identified within this RLI and gps-maps each incident separately, hence creating a trail of where a person has had law enforcement interactions.	Comply	

RLI No.	RLI Specification	Compliance Level	Explanation
1.3.2.8	Link Analysis	Comply with Clarification	Requirement met with CommandCentral Analytics Plus, for which optional pricing has been provided.
1.3.2.9	Artificial Intelligence (AI) - the system should be able to learn patterns and alert the BSO users without the users having to ask the system for it. I.e.- a name, address or phone number appears in system 2 separate times within a specified time frame, same call for service appears at the same time at a later date, multiple LPRs pick up 2 or more vehicles driving together within a certain time (suspect and accomplice) the etc.	Comply with Clarification	Motorola Solutions could interface to an AI solution if there is an API available. An AI solution is not included in the current Phase 2 pricing.
1.3.2.10	Dept of Corrections Offender Name Search	Comply	
1.3.2.11	Odyssey Broward Clerk of Court	Comply	
1.3.2.12	Dept Comm Control/Sex Offenders	Comply	
1.3.2.13	RAPID pawn database	Comply with Clarification	(Optionally Available for Purchase) We can connect to database resources as long as there is an avenue for interfacing available.
1.3.2.14	BSO Fire Rescue RMS	Comply with Clarification	We can connect to database resources as long as there is an avenue for interfacing available.
1.3.2.15	BSO Fire Rescue Inspections Database	Comply with Clarification	We can connect to database resources as long as there is an avenue for interfacing available.
1.3.2.16	Facial Recognition (post crime investigation)	Comply with Clarification	Motorola Solutions could interface to a facial recognition system if there is an API available. A facial recognition solution and the interface could be provided; however, they are not included in the current Phase 2 pricing.
1.3.2.17	BSO Jail Call system	Comply with Clarification	(Optionally Available for Purchase) We can connect to database resources as long as there is an avenue for interfacing available.
1.3.2.18	BSO AVL/P25	Comply	(Optionally Available for Purchase)

RLI No.	RLI Specification	Compliance Level	Explanation
1.3.2.19	BSO fixed post and Pole Cams	Comply with Clarification	Motorola Solutions could interface to fixed post and pole cameras if there is an API available. A complete video solution including VMS, cameras, installation, and the interface could be provided; however, they are not included in the current Phase 2 pricing.
1.4	Vision of Application: Upon activation of the system via some mechanism or activator (CAD entry, Panic button, Shot spotter, SAFERwatch, manual, etc), it is envisioned that the software will alert RTCC and geomap the incident. An activator is something that awakens the system to begin its function; it can be alert based from a computer program or manually based via an entry by a BSO detective. Contemporaneously, the system will show ALL data points within a predefined/scalable area of the incident location (ex. Within ¼ or ½ mile); all hardware within that same area will also be mapped and provide a direct link to access data therein. Call History and Report history for location will also be auto- accessible and any BSOpics data/photos related to the call location should be as well. . It is envisioned the system will be used in the BSO RTCC, but either immediately or in the near future, the system must have the ability to be pulled up on any desktop or laptop or MDT within the county, and even accessible and used on a cell phone type device. The RTCC must also be able to send data from its central location to deputies and officers in the field direct to their MDTs and or cell phone type devices.	Understood	CommandCentral Aware provides a complete operating picture, integrating real-time intelligence in the command center to remotely assist officers in the field. Simplify your operational view by consolidating your resources into one single pane of glass. Support officer safety by monitoring real-time alerts and accessing nearby video feeds when incidents occur.
2	OBJECTIVES:		
	The purpose of this RLI is to request proposals from software vendors, and developers for an integrated suite of Real Time Crime Center tools, including links to CAD, video, LPR, records/report management systems, and multiple web based applications. The system will automatically alert users to critical incidents and activate all intelligence and equipment within a definable distance from the call location. The system will also display relevant call history, reports and booking photos related to the call location. Interested parties should respond in accordance with this RLI.	Understood	



RLI No.	RLI Specification	Compliance Level	Explanation
	The Broward Sheriff's Office is seeking to enter into an initial five (5) year agreement, with two (2) additional one (1) year options, with a responsive and responsible Proposer as deemed to be in the best interest of the Broward Sheriff's Office, qualified to provide all products and services necessary. It is anticipated that BSO will award all services to one (1) Proposer; however BSO reserves the right to award to more than one vendor.	Understood	
	The specifications set forth herein are for informational purposes and to provide a general description of requirements. Proposers will be responsible for submitting a technical Proposal based upon their program that will meet the goals, objectives and requirements set forth herein.	Understood	
	Awarded Proposer will be responsible to set up, maintain and provide all required services as set forth in this RLI.	Understood	
2.1	Directly ties into CAD, alerting devices and has manual activation capability	Comply	
2.2	Allows for GPS-mapping of "all" data sources	Comply with Clarification	All data sources can be GPS mapped if the data provides GPS coordinates.
2.3	Pulls in and auto populates video surveillance feeds from multiple sources: both public and private, VMS or IP based	Comply	
2.4	Pulls in and auto populates additional technological resources, including LPR, tracking, etc.	Comply	
2.5	Auto populates CAD, CAD history, RMS history and BSO Pics/DAVID subject photos, in addition to other data layers such as ELMO.	Comply	
2.6	Possess the ability to electronically and selectively (individuals and groups) disseminate critical information to road patrol deputies	Comply	Currently, we can use BSO's email system; we have roadmaps Aware messaging built in.



RLI No.	RLI Specification	Compliance Level	Explanation
2.7	The Dashboard/Home page should have flexible map similar to most of the popular mapping apps and have ability to toggle between road, satellite view, etc. The program should also have the ability to add and remove layers at user's need. High priority locations (schools, hospitals, jails, etc) will be a standard layer that will auto fill. The program should also have the ability to link interior schematics/maps to incident locations. (Ex. Many VMS have cameras plotted on maps both internal and external and BCSB has provided maps of each school that the cameras have been mapped to.)	Comply	
2.8	Program should allow the ability for user to duplicate or "pop out" sections of activity to move to another screen/monitor and continue use. (Most work stations have two (2) monitors not including the video wall.)	Comply	
2.9	Software should be able to be configured so as to have the ability to integrate with other BSO databases and not require manual uploading or geocoding (wherever possible).	Comply	
2.1	Ability to conduct federated name search, address search, phone search, LPR search, etc across all databases.	Comply	
2.11	Successful Proposers will be required to comply with all governing Public Safety and the BSO Information Technology network security requirements, including cloud based systems.	Comply with Clarification	Motorola Solutions is not responsible for any third-party activator security or connectors to non-compliant system. We will need a copy of the BSO IT network security requirements.
2.12	The Broward County Sheriff's Office (BSO) being a public entity expects successful Proposers to develop the RTCC solution at the most favorable cost to BSO.	Understood	
3	SCOPE OF SERVICES:		
	At a minimum the system must:		
3.1	Have a plan of implementation that may be tiered, including priority deliverables ready in "Phase 1"	Comply	
3.2	Be directly linked to CAD and activate based upon CAD entries (call type or location). Preferred additional activation by key word.	Comply	Understood; as the owner of the CAD system, Broward County Communications Technology Department will need to collaborate and provide appropriate permissions.

RLI No.	RLI Specification	Compliance Level	Explanation
3.3	DATA ALERTS/Activation:		
3.3.1	Manual Activation	Comply	
3.3.2	Dispatch - Call Signal/Type	Comply	
3.3.3	Dispatch - Location Driven	Comply	
3.3.4	Name Driven (Person of interest/Priority)	Comply	
3.3.5	Key word	Comply	
3.3.6	Panic Button	Comply	(Optionally Available for Purchase) Motorola Solutions can bring in emergency alarms from properly-equipped Motorola Solutions portable and mobile radios. If third-party equipment has an API available, Motorola Solutions can bring in alarms.
3.3.7	Alert Systems (ex. SAFERWatch)	Comply	
3.3.8	Ability to GeoMap all inputs	Comply	
3.3.9	Ability to Push/Disseminate data, photo, video stills, video clips, etc to field (be it laptop, tablet, app...)	Comply with Clarification	Currently, we can use BSO's email system; we have roadmaps Aware messaging built in.
3.3.10	Ability to communicate/message with other users.	Comply with Clarification	Currently, we can use BSO's email system; we have roadmaps Aware messaging built in.
3.3.11	Ability to support multiple incidence at one time.	Comply	
3.3.12	Ability to provide real time data for multiple mobile elements at same time: AVL, ELMO, P25, etc.	Comply	
3.3.13	Ability to access elements of software via web or app (i.e. deputy accessible) exceptions for video, ELMO, and other password/permission based.	Comply	



RLI No.	RLI Specification	Compliance Level	Explanation
3.3.14	CJIS compliant	Comply with Clarification	The querying portions of the proposed application that are accessing CJIS data are CJIS compliant. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures.
3.3.15	Able to track user access/activity; limit access/permissions based tiers	Comply	
3.3.16	Ability to conduct single point searches of name, location	Comply	
3.3.17	Able to create record of activity/usage; stats; supervisor mode	Comply	
3.3.18	Possess the ability to electronically and selectively disseminate critical information to patrol	Comply	
3.3.19	The Dashboard/Home page should have flexible map similar to most of the popular mapping apps and have ability to toggle between road, satellite view, etc.	Comply	
3.3.20	The program should also have the ability to add and remove layers as users need. High priority locations (schools, hospitals, jails, etc) will be a standard layer that will auto fill.	Comply	
3.3.21	The program should also have the ability to link interior schematics/maps to incident locations. (Ex. Many VMS have cameras plotted on maps both internal and external and BCSB has provided maps of each school that the cameras have been mapped to.)	Comply	
3.3.22	Program should allow the ability for user to duplicate or "pop out" sections of activity to move to another screen/monitor and continue use. (Most work stations have two (2) monitors not including the video wall.)	Comply	

RLI No.	RLI Specification	Compliance Level	Explanation
3.3.23	Software should be able to be configured so as to have the ability to integrate with other BSO databases and not require manual uploading or geocoding (wherever possible).	Comply	
3.3.24	Hardware Agnostic: The system must be able to link to multiple VMS, LPR and other hardware systems. Links may be tiered based upon levels of control/access as well as cost. As BSO has comparatively few of our own cameras, the ability to absorb outside cameras and camera systems is critical, particularly to have a low cost point of entry even if that "initially" only allows viewing without control or recording.	Comply	
3.3.25	Contractor's focus should be in the area of integration while minimizing customization through the Real Time Crime Center application solution implementation.	Comply	
3.3.26	Proposals should provide the number of months estimated to complete each phase of the project in their Draft Project timeline	Understood	Section 2.3 Project Schedule in Exhibit 2 Technical Proposal reflects the estimated project duration.
3.3.27	Proposal should include an outlined approach of each phase for the implementation, as well as step by step documentation for the implementation	Understood	Section 2.2 Implementation Plan in Exhibit 2 Technical Proposal describes the tasks and responsibilities of parties.
3.3.28	Proposals should provide the number of your company's resources estimated to complete each phase of the implementation, including the number of months resources will work on-site.	Understood	Response provided in Exhibit 4.6.5.4
3.3.29	Your company's resources shall participate in testing and issue resolution	Understood	

RLI No.	RLI Specification	Compliance Level	Explanation
3.3.30	Post implementation plan shall include all necessary on-site support such as issue resolution and assistance with any additional patches for up to 60 days after go-live. However, ongoing support and patches will be provided as long as annual maintenance and support is covered.	Exception	Motorola Solutions will perform functional demonstrations and testing of the installed system and the connectors/interfaces included in each phase in preparation for their production use. The cut-over event (which is when use of the Aware solution with the CAD and, possibly a limited number of VMS interfaces, goes live) will be attended by the PM and SA for up to 3 days. Given the phased implementation approach of the remaining Phase 1 and Phase 2 connectors, the PM will be on-site at least monthly for the project duration and the SA will be on-site if required for critical events. Upon delivery of all interfaces in Phase 2, support will be available via the standard technical support provisions. Response to error conditions will be accordance with our terms of warranty and maintenance.



RLI No.	RLI Specification	Compliance Level	Explanation
3.3.31	BSO expects that "Phase 1" deliverables be functioning and reliable within 6 months of execution of an agreement, with items 1.3.1.1 (CAD), 1.3.1.3 (Video), and 1.3.1.5 (LPR), complete within 10 weeks of execution. BSO expects that "Phase 2" deliverables be functioning and reliable within 13 months of execution of agreement. BSO reserves the right, based on the Proposer's pricing and time frame, to not include certain items in Phase 1 or Phase 2, all of which will be told to the selected vendor prior to finalizing a contract.	Exception	<p>The base Aware system with the PremierOne CAD connector should be available within 10 weeks of availability of server hardware on-site, provided the BSO facilitates approval to establish connectivity to PremierOne CAD with the Broward County Office of Regional Communications and Technology (ORCAT).</p> <p>The number of VMS and LPR interfaces in Phase 1 will require more than 10 weeks to fully configure and deploy; however, we are happy to have a discussion with the BSO to identify a limited number of high priority VMS interfaces to specific schools to determine whether they can also be established during those 10 weeks.</p> <p>While Motorola Solutions has already developed a number of interfaces in BSO's requirements, there is a development effort associated with those we have not. The Project Schedule provided in Section 2.3 reflects our estimated timeline. If, during further discovery and or clarifications, we obtain additional information about the systems to which we'll interface and determine those interfaces already exist, the Project Schedule can be updated to reflect that.</p>
3.3.32	Training – Vendor will provide training to RTCC staff to ensure functional usage of the system. Such training shall be in person at the outset, with electronic and video learning acceptable for updates. Significant alterations to the software should also merit in person retraining.	Comply	On-site functional overviews will be delivered during implementation. Video tutorials and on-line training is also available during implementation and is the method for delivering training related to software updates.



RLI No.	RLI Specification	Compliance Level	Explanation
3.3.33	Customer Support/maintenance – Vendor should have a well-defined program of customer support, including 24/7 support. Vendor will also maintain system security via appropriate and timely updates. Due to the critical nature of the software, significant system failures are expected to be immediately addressed and rectified in a timely manner.	Comply	Please see our response to Proposal Questionnaire Question #6 in "Supplemental_Responses.docx" uploaded in BidSync.
3.3.34	Vendor will provide names and resumes of the team working on project and physically coming to Broward to install software in BSO RTCC. This is required to be done with initial proposal and prior to BSO selecting the winning vendor. Resumes must include overall work experience, as well as specific experience related to integration into Real Time Crime Centers and CAD. Background checks will be performed on the vendor's team. BSO has the right of last refusal for any person the vendor assigns to this project, in which case the vendor must identify alternate workers.	Comply with Clarification	Resumes for key project personnel are submitted and labeled Exhibit 4.6.5.3. Motorola Solutions has identified qualified and experienced resources for this project team. If BSO rejects a team member, Motorola Solutions will identify an alternate; however, if such replacement is requested by BSO without cause, a change order may be required to modify the schedule and address costs associated with such replacement.
3.3.35	Proposals should clearly delineate what infrastructure is required of BSO RTCC to make the system function, i.e. hardware, servers, storage, network, staffing, etc.	Comply	Section 2.1 System Description in Exhibit 2 Technical Proposal and Exhibit 4.6.5.4 Staffing Plan describe the required infrastructure and staffing.
	Information Technology Division Desktop Guidelines		
	The ITD Technology Division is standardized on the Dell platform and requires the following guidelines be used for all desktop environments.	Comply with Clarification	As long as it meets minimum spec of hardware required
	Power Requirements:		
	• Dell OptiPlex 5060 Minitower Standard Power Supply	Exception	Doesn't meet minimum spec of hardware required
	Warranty Service:		
	• 4 Year Basic Limited Warranty and 4 Year NBD Onsite Service	Comply	
	Storage Guidelines:		
	• 500GB 3.5inch SATA (7.200 RPM) Hard Drive	Exception	Doesn't meet minimum spec of hardware required - 512GB PCIe SSD
	• 8x DVD+/-RW 9.5mm Optical Disk Drive	Comply	

RLI No.	RLI Specification	Compliance Level	Explanation
	Operating System:		
	• Windows 10 Enterprise 64	Comply	
	Processors:		
	• Intel® Core i5-8500 (6 Cores/9MB/6T/up to 4.1GHz/65W)	Exception	Doesn't meet minimum spec of hardware required - Intel Xeon 6136 @3.0 Ghz Twelve Core
	Memory:		
	• 16GB 2666MHz DDR4 UDIMM Non-ECC	Exception	Doesn't meet minimum spec of hardware required - 32 GB Total memory (DDR4 2667 MHz) ECC
	Video Cards:		
	• AMD Radeon R5 430, 2GB, FH (DP/DP)	Exception	Doesn't meet minimum spec of hardware required - NVIDIA Quadro P2000 4GB Display Connectors: 4x DisplayPort 1.2
	Anti-Virus:		
	• ITD Technology Division provides Antivirus	Understood	
	Monitor & Input Devices:		
	• To be determined based on specific needs.	Comply	Recommend 3 monitors per Workstation 27" 2560 X 1440 resolution
	The ITD Technology Division reserves the right to review and approve all proposed hardware, connectivity, and system configurations.	Understood	
	Information Technology Division Server Guidelines		
	The Network Operations Center is standardized on the HP platform and requires the following guidelines be used for all server environments.	Understood	
	Power Requirements:		
	• All servers and devices must use 208-volt electric power at our data center.	Comply	
	• Ship with IEC320 C-14/C-13, Power Cords	Comply	
	• Have redundant power supplies in all servers and direct attached SAN devices	Exception	Our server only has local storage
	• Preferred that all servers are HP servers	Comply	



RLI No.	RLI Specification	Compliance Level	Explanation
	Data Center Rack Guidelines:		
	• All servers and components must be rack-mounted version. (tower models cannot be installed)	Comply	
	• Must support conventional 19 inch rack (HP version)	Comply	
	• All servers and components must include vendor rail kits	Comply	
	Warranty Service:		
	• 5 year 24x7 4-hour response time warranty on all hardware.	Comply	
	Storage Guidelines:		
	Server disk configuration:		
	• RAID 1 for Operating System.	Exception	Server is virtualized, VMWare is on SD
	• RAID 5 for DATA.	Exception	Virtual machines are on Raid 1
	• Transaction logs should be placed on separate disks Raid 1 or 10 (if applicable).	Comply	
	Data Disk Space:		
	• Ample disk space should be included to allow for growth over a 5 year period for data and logs	Comply	
	• Backup space should be allocated for file backups (if applicable)	Comply	
	Operating System:		
	• Windows 2012 (or higher) Standard or *Enterprise 64 bit version or	Comply	
	• Windows 2012 (or higher) Standard or *Enterprise 32 bit version (*Cluster configurations) This only should apply to existing Applications or Databases that work with 32bit and NOT 64 bit until we can upgrade to the proper BIT version	Comply	
	Processors:		
	• All servers should have current model dual or quad processors that meet operating system and application recommended requirements.	Comply	



RLI No.	RLI Specification	Compliance Level	Explanation
	Memory:		
	<ul style="list-style-type: none"> All servers must meet the operating system's vendor recommended not minimum standards along with the specific application memory requirements. Additional memory should be included to allow for expected growth needs over a 5-year period. 	Comply	
	KVM:		
	<ul style="list-style-type: none"> All Servers should ship with appropriate KVM dongles to support an HP KVM. 	Exception	BSO will need to provide.
	Network:		
	<ul style="list-style-type: none"> Dual port 100/1000 Mbps Ethernet Network interface cards should be included with servers and configured for auto-negotiate 	Comply	
	Licenses:		
	<ul style="list-style-type: none"> Network Licenses for all servers must meet the Network Operations standard to access the paramount Domain (BSO) 	Comply	
	<ul style="list-style-type: none"> SQL licenses must meet the standards of our Database Schema 	Comply	
	The Network Operations Center reserves the right to review and approve any and all proposed hardware, connectivity, and system configurations.	Comply	

RLI No.	RLI Specification	Compliance Level	Explanation
	Data Security and Data Protocols:		
	<p>The software or hosting services being provided by the Contractor/Vendor to BSO shall use the latest, cutting edge security and privacy tools including SSL 128-bit encryption, server certificates with Global ID provided by the premier national provider, the highest level of encryption dictated by Federal guidelines – the AES algorithm and SSAE No. 16 SOC 1 f/k/a SAS 70 Type II certification. BSO's data will be stored in mirrored, redundant, highly secured facilities and shall be routinely backed up on an independent server separate and apart from the server providing day-to-day services to BSO. Contractor/Vendor agrees to institute restrictive security measures to prevent and detect unauthorized physical and/or remote access to the systems and data services being provided to BSO under this agreement. Contractor/Vendor shall consider layers of security at its physical hosting site, that consist of a number of measures such as biometric access, closed circuit TV, security system monitoring, multiple check-points, restricted building access, photo badges, proximity access cards, controlled visitor access and alike. Contractor/Vendor shall institute routine system security audits such as SAS-79, SysTrust, Webtrust, ISO 27001/2, virus and malware scans and other industry standard system audit procedures. Contractor/Vendor shall immediately notify BSO in writing of any breaches of security and/or unauthorized access to BSO systems and/or services being provided by Contractor/Vendor.</p>	Comply with Clarification	<p>Motorola Solutions' CommandCentral Aware platform runs on Microsoft Azure. Azure has built in redundancy and failover mitigations. The physical server that hosts CommandCentral Aware is installed at the BSO's facilities. The BSO is responsible for providing malware and anti-virus software on the client workstations. Customer must also establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords.</p>



RLI No.	RLI Specification	Compliance Level	Explanation
	Contractor/Vendor shall have in place a disaster recovery plan that includes the recovery of critical systems (ie, systems that provide software services to customers) in event of a full or partial data center outage. The plan must include at a minimum the ability to recover critical systems in a working state within a short period of time with critical functions online and processing customer requests. The plan must also include a suitable back up power supply independent of commercial electrical services offered to the general public (ie. suitable generator). The Contractor/Vendor must be able to execute the disaster recovery plan within moments of a disaster declaration. Contractor/Vendor must test its disaster recovery plan annually.	Comply with Clarification	Motorola Solutions' CommandCentral Aware platform runs on Microsoft Azure. Azure has built in redundancy and failover mitigations.
	The data provided by BSO to Contractor/Vendor shall remain BSO's property. At any time during this Agreement and up to ninety (90) days after termination, BSO may export its data in an XML format, or such other compatible format suitable for BSO's needs, from Contractor's/Vendor's system.	Comply with Clarification	To the extent permitted by law, BSO retains ownership of their data. Access to data after termination of the Agreement shall be in accordance with the termination terms and conditions in the final Agreement.



Cost Proposal - Revised 03.30.20

The scope and scale within this RFP is greater than what has been reflected in proposals Motorola has previously provided to BSO. We are confident Motorola Solutions' unmatched experience combined with our proven mission-critical technology represents the best overall value for BSO. In the development of this proposal, we stayed keenly focused on the RFP specifications to ensure delivery of BSO's desired solution.

Lump Sum Pricing for Base Layer Integration Software Platform

Description	Price	Revised Price
Phase 1	\$2,262,695	\$1,129,533
Phase 2	\$668,115	\$523,135
System Subtotal	\$2,930,810	\$1,652,668
<i>System Discount (Serve as public reference for the solution per mutually agreeable terms)</i>	<i>-\$200,000</i>	<i>-\$200,000</i>
System Grand Total	\$2,730,810	\$1,452,668

Out Years 2-5 Subtotal	\$2,384,978	\$1,670,616
<i>System Discount For the purchase of RTCC Base Layer Phase 1 & 2 with a 5-year contract)</i>	<i>-\$550,000</i>	<i>-\$550,000</i>
Out Years 2-5 Grand Total (Paid Annually*)	\$1,834,978	\$1,120,616
<i>*Annual Payment</i>	<i>\$458,745</i>	<i>\$280,154</i>
Total Phases 1 and 2 with 5 Year Contract	\$4,565,788	\$2,573,284

Phase 1 Interfaces (Includes Interface Installation)

Description	Quantity	Original Price	Revised Price	Revisions
Link to PremierOne CAD	1	\$10,938	\$0	Motorola removed cost to BSO
Avigilon VMS	261	\$299,688	\$76,818	Scope changed; BSO only needs location address. Revised to reflect only effort for 261 NVRs plus 1-week to train customer to configure cameras rather than Motorola performing that work.
Vigilant LPR	14	\$45,938	\$45,938	
FivePoint	1	\$24,688	\$0	Motorola removed cost to BSO
OnSSI VMS	2	\$27,500	\$21,981	Note: Revised Qty is 1
TEI VPS EZ Cam	5	\$51,974	\$35,958	Note: Revised Qty is 3
SaferWatch	1	\$24,688	\$24,688	
ShotSpotter	4	\$22,500	\$0	Moved to Optional pricing section
Genetec LPR	1	\$22,500	\$22,500	
<i>Genetec VMS - Pompano Beach</i>	<i>1</i>	<i>\$0</i>	<i>\$25,938</i>	<i>New Interface</i>
ELMO - Data	1	\$30,000	\$0	Now included in Aware Quer subscription fee
BSOPics / JMS	1	\$30,000	\$0	Now included in Aware Query subscription fee
RMS - Arrest	1	\$30,000	\$0	Now included in Aware Query subscription fee
RMS - Accidents	1	\$30,000	\$0	Now included in Aware Query subscription fee

RMS - Field Interview Cards	1	\$30,000	\$0	Now included in Aware Query subscription fee
RMS - Incidents	1	\$30,000	\$0	Now included in Aware Query subscription fee
RMS - Citation/Warnings	1	\$30,000	\$0	Now included in Aware Query subscription fee
RMS - Ordinances	1	\$30,000	\$0	Now included in Aware Query subscription fee
RMS - Tow Impounds	1	\$30,000	\$0	Now included in Aware Query subscription fee
BSO Warrants / Odyssey	1	\$30,000	\$0	Now included in Aware Query subscription fee
Port Everglades (assumes new VMS)	1	\$26,137	\$0	Moved to Optional pricing section
Broward County Convention Ctr VMS (assumes new VMS and up to 10 cameras)		\$26,137	\$0	Moved to Optional pricing section
Fort Lauderdale International Airport (assumes new VMS and up to 1000 cameras)		\$70,625	\$0	Moved to Optional pricing section
Broward County Transist (assumes one new VMS, up to 10 cameras)		\$26,137	\$26,137	
FDOT (assumes one new VMS, up to 10 cameras)		\$26,137	\$0	Removed cost; not an interface - just a URL
Broward DOT (assumes one new VMS, up to 10 cameras)		\$26,137	\$0	Removed per BSO
BCFR stations (First station) (assumes one new VMS, one NVR, up to 10 cameras)		\$26,137	\$26,137	
Private Business and Residence feeds (assumes new VMS, price per each business or residential feed)		\$26,137	\$1,353	Revised price is based on one Avigilon NVR and up to 10 cameras
Subtotal Phase 1 Interfaces		\$1,083,994	\$307,448	
Phase 1 Subscriptions/Licenses				
Aware Enterprise Subscription		\$384,229	\$202,886	Reduced subscription basis and interfaces
Aware Query (previously labeled as FocalPoint Hub)		\$37,500	\$151,250	New subscription basis for Aware Query and Interfaces
Phase 1 Storage (Vault Storage Optionally Priced)		\$0	\$0	
Source Code Escrow (N/A for Subscription SW)		\$0	\$0	
CommandCentral CrimeReports (Standard, not Plus) with Camera Registration (added at no charge)		\$0	\$0	New product - added at no charge
Phase 1 Installation/Implementation/Deployment (Includes Project Management)		\$514,352	\$443,349	Scope change reflects decrease
Phase 1 Training		\$11,400	\$11,400	Phase 1 Training on Aware Query
Phase 1 Customer Support/maintenance		\$218,021	\$0	Maintenance no longer applies - all subscription based
Hardware/Software				
CloudConnect Server		\$13,200	\$13,200	
Phase 1 Total		\$2,262,695	\$1,129,533	

Phase 2 Interfaces				
Description	Quantity	Price		
FLIR		\$7,188	\$7,188	
Dept Comm Control/Sex Offenders (Query one Database)		\$24,688	\$24,688	
RAPID Pawn Database (Query one Database)		\$24,688	\$0	Moved to Optional pricing section
BSO Fire Rescue RMS (Query one Database)		\$24,688	\$24,688	
BSO Fire Rescue Inspections (Query one Database)		\$24,688	\$24,688	
SaferWatch		\$24,688	\$0	Removed (duplicate in Phase 1)

JMS		\$30,000	\$0	Included as part of BSO Pics interface in the revised subscription pricing model
DJJ Juvenile Records		\$30,000	\$0	Now included in Aware Query subscription fee
DAVID		\$30,000	\$0	Now included in Aware Query subscription fee
Dept of Corrections		\$30,000	\$0	Now included in Aware Query subscription fee
Odyssey - Broward Clerk of Court		\$30,000	\$0	Included as part of BSO Warrants interface in the revised subscription pricing model
Phase 2 Interfaces Subtotal		\$280,625	\$81,252	
Phase 1 Subscriptions/Licenses				
Aware Enterprise Subscription			\$0	
Aware Query (previously labeled as FocalPoint Hub)			\$93,333	New subscription basis for Aware Query and Interfaces
Phase 2 Installation/Implementation/Deployment (Includes Project Management)		\$353,049	\$324,676	
Performance Bond		\$23,041	\$12,474	Reduction based on new price
Phase 2 Training		\$11,400	\$11,400	Phase 2 Training on Aware Query
Phase 2 Total		\$668,115	\$523,135	

Optionally Available for Purchase

Description	Quantity	Price		
Analytics Plus - 5-year Subscription		\$1,246,785	\$1,246,785	
CommandCentral Vault 5-year Subscription 10TB first year, increase 5 TB each year thereafter		\$237,797	\$237,797	
Axon BWC/Evidence.com (Expected to be Vault interface)	1	\$0	TBD	Pricing to be determined based on BSO requirements
(1) Aware Workstation with (3) 27" monitors		\$11,007	\$0	Removed by BSO
Broward County Convention Ctr VMS (assumes new VMS and up to 10 cameras)	1	\$26,137	\$26,137	Moved from base pricing section
Fort Lauderdale International Airport (assumes new VMS and up to 1000 cameras)	1	\$70,625	\$70,625	Moved from base pricing section
Port Everglades VMS	1	\$26,137	\$26,137	Moved from base pricing section
Additional Mapping of School Cameras	1	\$0	\$214,375	Assumes approx 9,600 cameras remain after one-week training
Aware integration with IMW		\$0	\$28,000	
ShotSpotter	1	\$22,500	\$22,500	Moved from base pricing section
RAPID Pawn Database (Query one Database)	1	\$24,688	\$24,688	Moved from base pricing section
LeadsOnline Query Interface	1	N/A	\$20,967	Newly requested interface
Avigilon Video Surveillance, Analytics and Access Control		5% off MSRP		
VaaS Vigilant ALPR Equipment		5% off MSRP		