



CITY OF PORT ST. LUCIE
Procurement Management Department

"A City for All Ages"

RECOMMENDATION OF AWARD MEMORANDUM

TO: Procurement Management Department
FROM: William T. May; Police Operations Director
BID # & NAME:
DATE: December 6, 2023

.....
PURPOSE: Replace Police Radios

BENEFITS TO THE CITY: See attached Justification.

BACKGROUND: See attached justification.

BEST VALUE ANALYSIS/ JUSTIFICATION: See attached justification.

ESTIMATED EXPENDITURES \$681,293.77 for 5 yrs. Beginning 1/1/2025.

CONTRACT TIME: 5 years

PROVIDE FULL ACCOUNT NUMBER/PROJECT STRING (if applicable): TBD (multiple sources)

RECOMMENDED ACTION:

Approval:  12/7/23
Department Head Date

Approval: _____ / / _____
City Purchasing Agent Date

****REQUIRED PER PURCHASING POLICY & PROCEDURE MANUAL PAGE 48 SECTION 7****





Port St. Lucie Police Department

MEMORANDUM

RICHARD R. DEL TORO, JR.
ACTING CHIEF OF POLICE

Handwritten initials/signature

TO: Richard R. Del Toro, Jr., Acting Chief of Police

Via Chain of Command

Handwritten signature

FROM: William T. May, Police Operations Division Director

Handwritten initials WTM

DATE: November 30, 2023

Handwritten signature and date: 12/01/2023

SUBJECT: Proposed Motorola Radio Lease

Background - At present, over 95% of our radios are the older (B version) of the APX6000's. The "A" version's end-of-life was October 2023. We have been informed our version will be end-of-life within the next 12 – 24 months.

Currently, to outfit new officers and replace unrepairable radios, we will be spending more than \$450,000.00 per year over the next few years. This is not to replace our radio fleet, but only additional radios for new positions and replace inoperable units.

St. Lucie County Sheriff's Office is currently using the "A" version of the APX6000's that have recently been deemed end of life. They need to replace their entire fleet of radios. With this information, I approached SLCSO to gauge their interest in negotiating a lease with Motorola using the strength of both agencies. The deals will be totally separate contracts, however, by using the total number of radios to be replaced, I believed we could get additional savings on the per unit pricing. They agreed.

The list price of the equipment is **\$4,339,553.40** and the NASPO contract price is **\$3,261,894.15**. Trade-In offer of **\$180,000** and a volume discount of **\$39,500**. The Port St. Lucie PD negotiated price is **\$3,042,394.15**.

It can be difficult to manage a mixed fleet of old and new radios. The basic accessories for the radios are different, but if every radio were the same, it's much easier to manage.

Port St Lucie PD negotiated interest rate, from 5.89% nominal annual rate to 3.89% nominal annual rate: Estimated savings of **\$155,000.00** over the life of the loan.

I am proposing a five (5) year lease with Motorola at a discounted interest rate. This will provide the newest model (APX N70) handheld radios for the entire department, 360 radios, as well as 35 in-vehicle radios.

The lease price, which includes all the options we require, plus a full warranty, including accidental damage, is \$681,293.77 annually.

This would be a significantly better fiscal decision as opposed to "piecemealing" purchases and spending over \$450,000.00 per year.

As an added benefit, I also negotiated the first payment to be due January 1, 2025, and radios to be delivered prior to the first payment. This will allow us to budget accordingly and confirm all equipment is functional prior to making the first payment.

I am respectfully requesting approval to proceed with finalizing this contract.

Thank you!



APX N70/N50
FOCUSED. FORWARD.

PORT ST LUCIE PD
ST LUCIE COUNTY SO
NOVEMBER 16, 2023



 **MOTOROLA SOLUTIONS**



PORT ST LUCIE PD PRICE INCENTIVE

SCENARIO	PORT ST LUCIE PD PURCHASING SIMULTANEOUSLY IN 2023	PORT ST LUCIE PD PURCHASING INDEPENDENTLY IN 2023	PORT ST LUCIE PD PURCHASING SIMULTANEOUSLY IN 2024Q1	PORT ST LUCIE PD PURCHASING INDEPENDENTLY IN 2024Q1
NASPO CONTRACT TOTAL (27% OFF LIST PRICE)	\$3,261,894.15	\$3,261,894.15	\$3,261,894.15	\$3,261,894.15
RADIO TRADE-IN*	(\$180,000.00) \$500 PER BN RADIO TRADE-IN	(\$180,000.00) \$500 PER BN RADIO TRADE-IN	(\$90,000.00) \$250 PER BN RADIO TRADE-IN	(\$90,000.00) \$250 PER BN RADIO TRADE-IN
VOLUME PURCHASING / ORDER INCENTIVE*	(\$39,500.00)	-	(\$39,500.00)	-
APPLICATION SERVICES	(\$131,184.40) APPLICATION SERVICES PROMO	(\$131,184.40) APPLICATION SERVICES PROMO	\$131,184.40	\$131,184.40
TOTAL	\$3,042,394.15	\$3,081,894.15	\$3,263,578.55	\$3,303,078.55
SAVINGS BEYOND NASPO RADIO TRADE-IN VOLUME DISCOUNT APPLICATION SERVICES	\$350,684.40	\$311,184.40	(\$1,684.40)	(\$41,184.40)

*Note: Incentives include volume purchase discount (contingent on simultaneous execution), radio trade-in, Application Services Promo and order placement by December 15, 2023.





ST LUCIE COUNTY SO PRICE INCENTIVE

SCENARIO	ST LUCIE SO PURCHASING SIMULTANEOUSLY IN 2023	ST LUCIE SO PURCHASING INDEPENDENTLY IN 2023	ST LUCIE SO PURCHASING SIMULTANEOUSLY IN 2024Q1	ST LUCIE SO PURCHASING INDEPENDENTLY IN 2024Q1
NASPO CONTRACT TOTAL (27% OFF LIST PRICE)	\$5,768,197.80	\$5,768,197.80	\$5,768,197.80	\$5,768,197.80
RADIO TRADE-IN*	(\$188,750.00) \$250 PER AN RADIO TRADE-IN	(\$188,750.00) \$250 PER AN RADIO TRADE-IN	(\$94,375.00) \$125 PER AN RADIO TRADE-IN	(\$94,375.00) \$125 PER AN RADIO TRADE-IN
VOLUME PURCHASING / ORDER INCENTIVE*	(\$75,500.00)	-	(\$75,500.00)	-
APPLICATION SERVICES	(\$156,677.20) APPLICATION SERVICES PROMO	(\$156,677.20) APPLICATION SERVICES PROMO	\$156,677.20	\$156,677.20
TOTAL	\$5,503,947.80	\$5,579,447.80	\$5,755,000.00	\$5,830,500.00
SAVINGS BEYOND NASPO RADIO TRADE-IN VOLUME DISCOUNT APPLICATION SERVICES	\$420,927.20	\$345,427.20	\$13,197.80	(\$62,8302.20)

*Note: Incentives include volume purchase discount (contingent on simultaneous execution), radio trade-in, Application Services Promo and order placement by December 15, 2023.





DISCOUNTED 5 YEAR FINANCING

DEPARTMENT	PORT ST LUCIE PD	ST LUCIE COUNTY SO
STANDARD 5 YEAR RATE	5.50%	5.50%
DISCOUNTED 5 YEAR RATE	3.89%	3.89%
FIRST PAYMENT DATE	OCTOBER 1ST, 2024	OCTOBER 1ST, 2024
TOTAL FINANCED	\$3,042,394.15	\$6,193,947.80
ANNUAL PAYMENTS	\$681,293.77	\$1,232,517.93
TOTAL FINANCE SAVINGS OVER 5 YEARS	\$155,000.00 ESTIMATED SAVINGS	\$285,000.00 ESTIMATED SAVINGS

*Note: Incentives include volume purchase discount (contingent on simultaneous execution), radio trade-in, Application Services Promo and order placement by December 15, 2023.





TOTAL SAVINGS



PORT ST LUCIE PD SAVINGS BEYOND NASPO

RADIO TRADE-IN
VOLUME DISCOUNT
APPLICATION SERVICES PROMO
DISCOUNTED FINANCE

\$505,000.00+



LUCIE COUNTY SO SAVINGS BEYOND NASPO

RADIO TRADE-IN
VOLUME DISCOUNT
APPLICATION SERVICES PROMO
DISCOUNTED FINANCE

\$705,000.00+

TOTAL COMBINED SAVINGS

\$1,210,000.00+

*Note: Incentives include volume purchase discount (contingent on simultaneous execution), radio trade-in, Application Services Promo and order placement by December 15, 2023.





November 28, 2023

City of Port St Lucie Police Department
Attention: William T. May
121 SW Port St Lucie Blvd Building C
Port St Lucie, FL 34984, USA

Subject: PORT ST LUCIE POLICE DEPARTMENT AND ST LUCIE COUNTY SHERIFF'S OFFICE APX
SUBSCRIBER FLEET REFRESH

Dear Mr. May,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Port St Lucie Police Department and St Lucie County Sheriff's Office with quality communications equipment and services. Below is the breakdown of the negotiated pricing and time-based incentives.

- APX Smart Application first-year promotion valid through 12/31/2023 valued at **\$131,184.40**
- Radio trade-in offer valid through 12/31/2023 valued at **\$180,000.00**
- Volume discount based on simultaneous execution of both PD and SO contracts valued at **\$39,500.00**
- Discounted finance incentive valid through 12/31/2023 estimated value of **\$155,000.00+** over the five-year lease purchase agreement

The Port St Lucie PD total trade-in and savings based on a simultaneous purchase before 12/31/2023 is **\$505,000.00+**.

The combined total trade-in and savings for Port St Lucie PD and St Lucie County SO based on a simultaneous purchase before 12/31/2023 is **\$1,210,000.00+**.

This proposal consists of this cover letter together with its Exhibits. This proposal shall remain valid through 12/31/2023. The City of Port St Lucie and St Lucie County Sheriff's Office may each accept the respective proposals by delivering to Motorola a Purchase Order (PO) with reference to this proposal. This equipment provision described in the proposal, shall be governed by the terms and conditions stated in the NASPO (National Association of State Procurement Officials) Cooperative Purchasing Master Agreement NO. 00318. Alternatively, Motorola Solutions would be pleased to address any concerns that either the City of Port St Lucie or the St Lucie County Sheriff's Office may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, George Nassif at (954) 605-8196 or the Manufacturer Representative, Luke Tucker at (863) 414-3400.

We thank you for the opportunity to furnish the City of Port St Lucie and St Lucie County Sheriff's Office with "Best-in-Class" solutions and we hope to strengthen our relationship by implementing this project. We aim to provide you with the best products and services in the communications industry.

Sincerely,
Motorola Solutions, Inc.



Danny Sanchez
Florida Territory Vice President



PORT ST LUCIE POLICE DEPT

11/29/2023



QUOTE-2384340

11/29/2023

Dear Bill May,

Motorola Solutions is pleased to present PORT ST LUCIE POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PORT ST LUCIE POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Luke Tucker at ltucker@emciwireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Luke Tucker

Motorola Solutions Manufacturer's Representative

Shipping Address:
 PORT ST LUCIE POLICE DEPT
 121 SW PORT ST LUCIE BLVD
 BLDG C
 PORT SAINT LUCIE, FL 34984
 US

Quote Date:11/29/2023
 Expiration Date:12/15/2023
 Quote Created By:
 Luke Tucker
 ltucker@emciwireless.com
 End Customer:
 PORT ST LUCIE POLICE DEPT
 Bill May
 bmay@cityofpsl.com
 Contract: 19860 - NASPO 00318

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	360		\$5,014.00	\$3,660.22	\$1,317,679.20
1a	QA08821AA	ALT: 7800 STUBBY 762-870MHZ	360		\$28.60	\$20.88	\$7,516.80
1b	QA08824AA	ALT: 3.0" HOLSTER	360		\$12.87	\$9.40	\$3,384.00
1c	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	360		\$0.00	\$0.00	\$0.00
1d	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS*	360		\$0.00	\$0.00	\$0.00
1e	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	360		\$0.00	\$0.00	\$0.00
1f	QA03399AK	ADD: ENHANCED DATA	360		\$0.00	\$0.00	\$0.00
1g	H38DA	ADD: SMARTZONE OPERATION	360		\$0.00	\$0.00	\$0.00
1h	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	360		\$0.00	\$0.00	\$0.00
1i	QA00580BA	ADD: TDMA OPERATION	360		\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT+	360		-\$32.04	-\$32.04	-\$11,534.40
1k	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO+	360		-\$300.00	-\$300.00	-\$108,000.00
1l	BD00001AA	ADD: CORE BUNDLE	360		\$3,106.00	\$2,267.38	\$816,256.80
1m	H499KC	ENH: SUBMERSIBLE (DELTA T)	360		\$0.00	\$0.00	\$0.00
1n	Q361CD	ADD: P25 9600 BAUD TRUNKING	360		\$0.00	\$0.00	\$0.00
1o	QA09001AM	ADD: WIFI CAPABILITY	360		\$0.00	\$0.00	\$0.00
1p	Q387CB	ADD: MULTICAST VOTING SCAN	360		\$0.00	\$0.00	\$0.00
1q	QA09028AA	ADD: VIQI VC RADIO OPERATION	360		\$0.00	\$0.00	\$0.00
1r	BD00010AA	ADD: SECURITY BUNDLE	360		\$1,023.00	\$746.79	\$268,844.40
1s	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	360		\$0.00	\$0.00	\$0.00
1t	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	360		\$0.00	\$0.00	\$0.00
1u	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	360		\$0.00	\$0.00	\$0.00
1v	BD00037AA	ADD: AUDIO BUNDLE	360		\$268.00	\$195.64	\$70,430.40
1w	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	360		\$0.00	\$0.00	\$0.00
1x	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION	360		\$0.00	\$0.00	\$0.00
1y	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME	360		\$0.00	\$0.00	\$0.00
2	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG	360	5 YEARS	\$664.80	\$664.80	\$239,328.00
3	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	360	1 YEAR	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4	SSV01P01407B	SMARTPROGRAMMING PROMO+	360	1 YEAR	\$75.00	\$75.00	\$27,000.00
5	SSV01P01406A	SMARTCONNECT PROMO+	360	1 YEAR	\$75.00	\$75.00	\$27,000.00
6	SSV01P01476A	SMARTLOCATE PROMO+	360	1 YEAR	\$75.00	\$75.00	\$27,000.00
7	SSV01P01902A	SMARTMAPPING PROMO+	360	1 YEAR	\$75.00	\$75.00	\$27,000.00
8	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	360	1 YEAR	\$32.04	\$32.04	\$11,534.40
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING	360	4 YEARS	\$128.16	\$128.16	\$46,137.60
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
10	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	35		\$3,383.12	\$2,469.68	\$86,438.80
10a	G831AD	ADD: SPKR 15W WATER RESISTANT	35		\$66.00	\$48.18	\$1,686.30
10b	G996AS	ENH: OVER THE AIR PROVISIONING	35		\$110.00	\$80.30	\$2,810.50
10c	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	35		\$0.00	\$0.00	\$0.00
10d	GA01579AB	ADD: BLUETOOTH/WIFI GLASSMOUNT 2.4/5GHZ	35		\$77.00	\$56.21	\$1,967.35
10e	G51AU	ENH: SMARTZONE OPERATION APX6500	35		\$1,320.00	\$963.60	\$33,726.00
10f	G67DT	ADD: REMOTE MOUNT E5 APXM	35		\$327.00	\$238.71	\$8,354.85
10g	GA09001AA	ADD: WI-FI CAPABILITY	35		\$330.00	\$240.90	\$8,431.50
10h	G618AC	ADD: REMOTE MOUNT CABLE 10 FT APX	35		\$11.00	\$8.03	\$281.05
10i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	35		\$0.00	\$0.00	\$0.00
10j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	35		\$567.00	\$413.91	\$14,486.85



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Motorola Solutions, Inc. 500 West Monroe, United States - 60661 -# 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10k	GA01670AA	ADD: APX E5 CONTROL HEAD	35		\$717.00	\$523.41	\$18,319.35
10l	W22BA	ADD: STD PALM MICROPHONE APX	35		\$79.00	\$57.67	\$2,018.45
10m	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	35		\$47.00	\$34.31	\$1,200.85
10n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	35		\$330.00	\$240.90	\$8,431.50
10o	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	35		\$670.00	\$670.00	\$23,450.00
10p	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	35		\$0.00	\$0.00	\$0.00
10q	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	35		\$0.00	\$0.00	\$0.00
11	PMMN4142A	XVP730 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB, FOR APX N RADIOS	360		\$486.00	\$354.78	\$127,720.80
12	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T	360		\$225.50	\$164.62	\$59,263.20
13	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	360		\$207.14	\$151.21	\$54,435.60
Product Services							
14	LSV00Q00202A	DEVICE PROGRAMMING	1		\$39,294.00	\$39,294.00	\$39,294.00

Grand Total

Sub Total	\$3,261,894.15
Radio Trade-In and Volume Purchase by 12/15/23	\$219,500.00
Grand Total	\$3,042,394.15

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By:  _____

By: _____

Name: Daniel Sanchez

Name: _____

Title: Territory Vice President

Title: _____

Date: 12/4/2023

Date: _____

- **Any associated promotions for SmartConnect, SmartProgramming, SmartMessaging, SmartMapping, SmartLocate, ViQi Virtual Partner, RadioCentral or CommandCentral Aware are valid only for orders placed on or before December 31, 2023. A new quote is required if the order is placed beyond this date.**
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with "pick-up-and-go" functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Mission-Critical Audio

For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software ("CPS"), Radio Management ("RM"), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service



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CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.





December 1, 2023

CITY OF PORT ST. LUCIE
121 S.W. Port Lucie Blvd.
Port St. Lucie FL 34984

RE: Municipal Lease #25479

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25479 are valid for contracts that are executed and returned to Motorola on or before December 26, 2023. After 12/26/2023, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

ELPA FL Short C 72816

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address _____

E-mail Address: _____
Attention: _____
Phone: _____
2. Lessee County Location: _____
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____
Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

CITY OF PORT ST. LUCIE
121 S.W. Port Lucie Blvd.
Port St. Lucie FL 34984

Lease Number: 25479

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("*Equipment Location*"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that

the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(c) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor

unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent. Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Nothing contained in this Section 14 shall waive the Lessee's sovereign immunity afforded under Florida Statute 768.28.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall

have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor

and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

25. RECORDS. The Lessee is a public agency subject to Chapter 119, Florida Statutes. The Lessor shall comply with Florida's Public Records Law. LESSOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Lessor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the Lessee in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the Lease, the Lessor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Lease. The form of all records and reports shall be subject to the approval of the Lessee.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the Lessee. Lessor's records under this Lease include but are not limited to invoices, project documents, meeting notes, emails and all other documentation generated during this Lease term.
4. The Lessor agrees to make available to the Lessee, during normal business hours all books of account, reports and records relating to this Lease.
5. A Lessor who fails to provide the public records to the Lessee within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the Lessee'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 this chapter or as otherwise provided by law.

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 Lease term and following completion of the Lease if the Lessor does not transfer the records to the Lessee.

Upon completion of the Lease, transfer, at no cost to the Lessee, all public records in possession of the Lessor, or keep and maintain public records required by the Lessee to perform the service. If the Lessor transfers all public records to the Lessee upon completion of the Lease, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Lessor keeps and maintains public records upon completion of the Lease, the Lessor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Lessee, upon request from the Lessee's custodian of public records in a format that is compatible with the information technology systems of the Lessee.

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@Lesseeofpsl.com**

ELPA FL Short C 72816

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 26th day of December 2023

LESSEE:
CITY OF PORT ST. LUCIE

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Printed Name: _____

Uygar Gazioglu

Title: _____

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the City Clerk of CITY OF PORT ST. LUCIE, an entity duly organized and existing under the laws of the **State of Florida**. I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and the individuals executing this agreement hold the office(s) below his/her/their respective name(s)

IN WITNESS WHEREOF, I have executed this certificate hereto this _____ day of December 2023.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25479 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF PORT ST. LUCIE

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25479
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25479** ("Lease"), between Lessor and CITY OF PORT ST. LUCIE, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: January 1, 2024

First Payment Due Date: January 1, 2025

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Port St. Lucie (Schedule B- 25479)

Compound Period: Annual

Nominal Annual Rate: 3.890%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	1/1/2024	\$ 3,042,394.15	1		
2 Lease Payment	1/1/2025	\$ 681,293.77	5	Annual	1/1/2029

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	1/1/2024				\$ 3,042,394.15
1	1/1/2025	\$ 681,293.77	\$ 118,349.13	\$ 562,944.64	\$ 2,479,449.51
2	1/1/2026	\$ 681,293.77	\$ 96,450.59	\$ 584,843.18	\$ 1,894,606.33
3	1/1/2027	\$ 681,293.77	\$ 73,700.19	\$ 607,593.58	\$ 1,287,012.75
4	1/1/2028	\$ 681,293.77	\$ 50,064.80	\$ 631,228.97	\$ 655,783.78
5	1/1/2029	\$ 681,293.77	\$ 25,509.99	\$ 655,783.78	\$ -
Grand Totals		\$ 3,406,468.85	\$ 364,074.70	\$ 3,042,394.15	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$2,961,095.70 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 4.86%. Such issue price and yield will be stated in the applicable Form 8038-G.

Schedule B page 2.

INITIAL INSURANCE REQUIREMENT: \$3,042,394.15

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25479** to that Equipment Lease Purchase Agreement number **25479** will be maintained by CITY OF PORT ST. LUCIE as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25479** , City of Port St. Lucie hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25479 to that Equipment Lease Purchase Agreement number 25479. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25479 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

December 24, 2023

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for that certain Equipment Lease Purchase Agreement Number **25479** by and between City of Port St. Lucie as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: City of Port St. Lucie

By: _____

Title: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, [please address the following questions](#) by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
 2. Why is the equipment essential to the operation of CITY OF PORT ST. LUCIE?
 3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
 4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
 5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? the
-

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25479 Lease Schedule A No. : 25479

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25479. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF PORT ST. LUCIE

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on December ____, 2023 following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF PORT ST. LUCIE (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)
► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720



Part I Reporting Authority		If Amended Return, check here ►
1 Issuer's name CITY OF PORT ST. LUCIE		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 121 S.W. Port Lucie Blvd.	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Port St. Lucie FL 34984		7 Date of issue 1/1/24
8 Name of issue Equipment Lease-Purchase Agreement 25479		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14 2,961,095.70
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/29	2,961,095.70	3,042,394.15	5 years	4.86 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22	Proceeds used for accrued interest	22
23	Issue price of entire issue (enter amount from line 21, column (b))	23 2,961,095.70
24	Proceeds used for bond issuance costs (including underwriters' discount)	24
25	Proceeds used for credit enhancement	25
26	Proceeds allocated to reasonably required reserve or replacement fund	26
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28	Proceeds used to refund prior taxable bonds. Complete Part V	28
29	Total (add lines 24 through 28)	29
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 2,961,095.70

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ► _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ► _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ► _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

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Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent			
Signature of Authorized Representative	Date	Title	
			<input type="checkbox"/>
Paid Preparer Signature			