

## **MEMORANDUM**

DATE: January 10, 2024

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: David Harris, Procurement Manager  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20240023

CONTRACT TITLE: Motorola Lease to  
Purchase for Police Radios

VENDOR NAME: Motorola Solutions Credit Company LLC

VENDOR ADDRESS: 500 W. Monroe, 44<sup>th</sup> Floor

CITY & STATE: Chicago, IL 60661

APPROVED BY COUNCIL: January 8, 2024

-

CONTRACT TERM: four years

Please see the attached for (1) original contract for your records

**Amendment One to the NASPO Contract**  
Lease Purchase

Motorola Solutions, Inc. ("Motorola") and CITY OF PORT ST LUCIE enter into this Amendment One to the 19860-NASPO Contract No.00318 (the "Amendment"), pursuant to which Customer will lease purchase the Equipment described below. For good and valuable consideration, the Parties agree as follows:

**Section 1      EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	NASPO
Exhibit B	Motorola's Quote dated November 29, 2023
Exhibit B	Equipment Lease Purchase Delivery and Acceptance Certificate

**Section 2      CONTRACT PRICE**

The Contract Price in U.S. dollars is \$3,042,394.15. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement Municipal Lease Number 25479 executed between the parties. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800. Motorola will pre-pay and add all freight charges to the invoices.

**TITLE, AND RISK OF LOSS; INVOICING AND SHIPPING.** Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in Equipment Lease-Purchase Agreement Municipal Lease Number 25479, title and risk of loss to the Equipment will pass to Customer upon shipment. 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 3      CONSTRUCTION.**

The title of the section and paragraph headings in this Amendment are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each provision or this Amendment as a whole. The use of the term "including" in this Amendment shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Amendment is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Amendment, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Amendment. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Amendment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof or persuasion based on which party drafted a provision of the Lease.

**Section 4      NON-EXCLUSIVITY.**

The Parties acknowledge and agree that this Agreement is non-exclusive.

**Section 5      CONFLICT.**

In the event of any conflict between the terms within this Agreement –as amended by this Amendment- and any exhibits attached hereto, the terms of this Agreement shall control. Unless expressly agreed to within the Agreement, any reference to terms, conditions, requirements, or similar provisions, including those pointing to such provisions on a website or link, shall have no force or effect.

## **Section 6        INSURANCE.**

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to include the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

1. Workers' Compensation Insurance & Employer's Liability: The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Consultant qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
2. Commercial General Liability Insurance: The Consultant shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance () under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability and Professional Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract # 20240023 – "Motorola Lease of Police Radios"** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The Commercial General Liability, Business Auto Liability, and Workers' Compensation/Employers' Liability policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The Consultant shall agree to maintain Business Automobile Liability at a limit of liability \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Consultant does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be included as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability of \$2,000,000 Per Claim and in the Aggregate. For policies written on a "Claims-Made" basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Cyber Liability Insurance: Motorola shall agree to maintain Cyber Liability in limits of \$2,000,000 Per Claim and in the Aggregate for direct loss, legal liability, and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. A failure on the part of the Consultant to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.
7. Waiver of Subrogation: By entering into this Contract, the Consultant agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

8. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

It shall be the responsibility of the Consultant to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements referenced herein. It will be the responsibility of the Consultant to obtain Certificates of Insurance from all independent consultants and subconsultants including the City as an Additional Insured without the language "when required by written contract."

All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Consultant to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

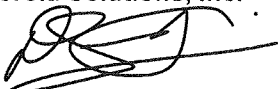
#### **Section 7 CONTRACTUAL RELATIONSHIP.**

Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Neither Motorola nor any of Motorola's agents, employees, subconsultants, or consultants shall become or be deemed to become agents, or employees of the City. Consultant shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subconsultants, including but not limited to employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract

All other terms and conditions of the Agreement shall remain in full force and effect except as modified herein.

The Parties hereby enter into this Amendment as of the last date signed below.

**Motorola Solutions, Inc.**

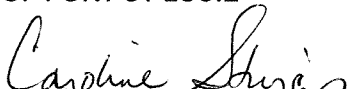
By:  Digitally signed by Daniel Sanchez  
Date: 2024.01.02 16:54:26 -05'00'

Name: Daniel Sanchez

Title: Territory Vice President

Date: 1/2/2024

**CITY OF PORT ST LUCIE**

By: 

Name: Caroline Sturgis

Title: Director, OMS

Date: 01/09/2024

**Exhibit B**

**Motorola's Proposal/Quote dated November 29, 2023**

## Exhibit C

### 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 (Customer) and Lessor.

**Equipment Lease Purchase Agreement No.:** Municipal Lease Number 25479

**Lease Schedule A No. :** Municipal Lease Number 25479

#### LESSEE/CUSTOMER:

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

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

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

**Please complete this form and send a copy via US mail or email to:**

Motorola Solutions Credit Company LLC

Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661

Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-4531



PORT ST LUCIE POLICE DEPT

11/29/2023





**MOTOROLA SOLUTIONS**

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](mailto: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



QUOTE-2384340

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](http://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



QUOTE-2384340

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



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
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



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
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
<b>Grand Total</b>	<b>\$3,042,394.15</b>

**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.

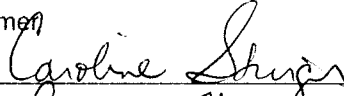
By: 

Name: Daniel Sanchez

Title: Territory Vice President

Date: 12/4/2023

Customer

By: 

Name: Caroline Sturgis

Title: Director, DMB

Date: 01/09/2024

- 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.

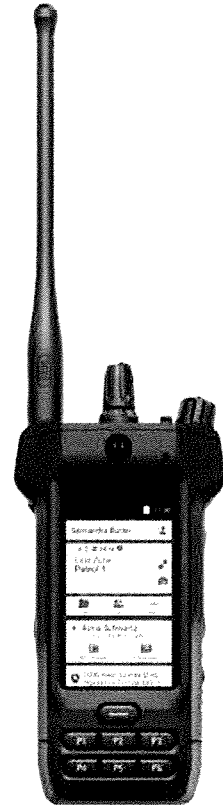
#### Reliable Connectivity

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



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.

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 codeplugs 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.

