



# CITY OF HOLLYWOOD, FLORIDA

PUBLIC SAFETY RADIO REFRESH AND 7-YEAR MAINTENANCE

AUGUST 18, 2021

## COMMUNICATIONS PRODUCTS AGREEMENT

Motorola Solutions, Inc. ("Motorola") and City of Hollywood, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 EXHIBITS

1.1 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	Motorola "Software License Agreement"
Exhibit B	"Motorola's Proposal dated August 12, 2021"
Exhibit C	"Maintenance Pricing, Service Terms and Conditions"

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, supplier performance, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause).

"Motorola Software" means Software that Motorola or its affiliated company owns.

“Non-Motorola Software” means Software that another party owns.

“Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.

“Products” mean the Equipment and Software provided by Motorola under this Agreement.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

“Warranty Period” means one (1) year from the date of shipment of the Products. The one year warranty period is a standard offering on Motorola equipment including radio subscribers. The Maintenance section of this proposal and terms found in Exhibit C further extend services for the length of the contract.

### **Section 3      SCOPE OF AGREEMENT AND TERM**

3.1.      SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.      CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3.      TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or five (5) years from the Effective Date with two, one year optional renewal terms, whichever occurs last.

3.4.      ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each purchase order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the purchase order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the “Underlying Agreement” for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at [https://www.motorolasolutions.com/en\\_us/registration](https://www.motorolasolutions.com/en_us/registration) and the shop support telephone number is (800) 814-0601.

3.5.      MAINTENANCE SERVICE is referenced in Exhibit C.

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

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

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4      PERFORMANCE SCHEDULE**

If this Agreement includes the performance of services, the statement of work attached as Exhibit B will describe the performance schedule.

## **Section 5      CONTRACT PRICE, PAYMENT, AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$5,079,186.40. The Contract Price may be further described in Exhibit B, Pricing.

5.2. **INVOICING AND PAYMENT.** Unless otherwise set forth in a Payment Schedule attached as Exhibit B, Motorola will submit invoices to Customer for Products when they are shipped and for services when they are performed. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon 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.

5.4 **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following

Name:           HOLLYWOOD, CITY OF  
Address       2600 HOLLYWOOD BLVD,  
                  HOLLYWOOD FL 33020



phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_

Customer Accounts Payable Email: \_\_\_\_\_

Customer CC(optional) Email: \_\_\_\_\_

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known):

2600 HOLLYWOOD BLVD,  
HOLLYWOOD, FL 33020

Customer may change this information by giving written notice to Motorola.

## **Section 6 SITES AND SITE CONDITIONS**

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

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

## **Section 7 ACCEPTANCE**

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

## **Section 8 REPRESENTATIONS AND WARRANTIES**

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

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and

OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

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

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

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

## **Section 9      DELAYS**

9.1 Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

## **Section 10     DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the

mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 11      DEFAULT AND TERMINATION**

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement. This Agreement may also be terminated for convenience by Customer upon thirty (30) days' written notice to Motorola. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 12      INDEMNIFICATION**

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

12.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement. This Agreement does not constitute a waiver of sovereign immunity or consent by the Customer to suit by third parties.

### **12.3. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

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

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

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

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

## **Section 13      LIMITATION OF LIABILITY**

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

## **Section 14      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **14.1.    CONFIDENTIAL INFORMATION.**

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. To the full extent permissible under applicable laws, Customer agrees to treat Motorola's intellectual property or any material claimed as Confidential Information as confidential in accordance with this article. Any other material submitted to Customer that Motorola contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Motorola must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 688.002 and stating the factual basis for same. If a third party submits a request to Customer for records designated by Motorola as Trade Secret Materials, Customer shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Motorola. Motorola shall indemnify and defend Customer and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

14.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

#### 14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, de-compile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

#### 14.3 PUBLIC RECORDS.

As a political subdivision of the State of Florida, Customer is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by Customer in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement. To the extent Motorola is acting on behalf of Customer as stated in Section 119.0701, Florida Statutes, Motorola shall:

- a. Keep and maintain public records required by Customer to perform services under the Agreement;
- b. Upon request from Customer, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to Customer; and
- d. Upon completion or termination of this Agreement, transfer to Customer, at no cost, all public records in possession of Motorola or keep and maintain public records required by Customer to perform the services. If Motorola transfers the records to Customer, Motorola shall destroy any duplicate public records that are exempt or confidential and exempt. If Motorola keeps and maintains the public records, Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer upon request in a format that is compatible with the information technology systems of Customer.

A request for public records regarding this Agreement must be made directly to Customer, who will be responsible for responding to any such public records requests. Motorola will provide any requested records to Customer to enable Customer to respond to the public records request.

**IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3479,**

RSECHARAN@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BLVD,  
HOLLYWOOD, FLORIDA 33022.

## **Section 15 GENERAL**

15.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty twenty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 **WAIVER.** Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

15.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Products or services. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products or

services before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.9. SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by Customer nor shall anything included herein be construed as consent by Customer to be sued by third parties in any matter arising out of this Agreement. Customer is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

15.10 AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

15.12. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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: 08/18/2021

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



## EXHIBIT A

### MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

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

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

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

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

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

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

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

#### Section 2 SCOPE

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

#### Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an

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

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

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

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

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

## **Section 7      TRANSFERS**

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

## **Section 8      TERM AND TERMINATION**

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

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

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

## **Section 9      Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

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

## **Section 10      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary

and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

#### **Section 12      NOTICES**

Notices are described in the Primary Agreement.

#### **Section 13      GENERAL**

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

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

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

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

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

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

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

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

**Exhibit B**

**Motorola's Proposal dated August 12, 2021**

**Incorporated herein by reference**

# CITY OF HOLLYWOOD, FL PROPOSAL

**PUBLIC SAFETY RADIO REFRESH AND 7-YEAR MAINTENANCE**

**AUGUST 12, 2021**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2021 Motorola Solutions, Inc. All rights reserved.

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Motorola Solutions, Inc.  
401 E. Las Olas Blvd.  
16<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

August 12, 2021

Raheem Seecharan, Director  
City of Hollywood, Information Technology  
2600 Hollywood Blvd | Old Library - 2nd Fl  
Hollywood, FL 33020

Dear Mr. Seecharan,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Hollywood a leadership position in Florida by providing your first responders with the APX technology. Our proposal includes:

- 670 new APX radios for the City of Hollywood's Fire Rescue and Police Departments entire fleet; inclusive of new companion accessories
- A 7 year outlook for maintenance services for device management
- Beyond LMR coverage applications and visibility into optional, recurring fees

Motorola Solutions would like to offer the City pricing discounts that exceed contract level rates given the long-term partnership between Motorola and City of Hollywood, and based on having an executable contract on or before September 15, 2021.

Any questions the City has regarding this proposal can be directed to Kim Camps, Senior Account Executive, at 954-290-7139, or at [kim.camps@motorolasolutions.com](mailto:kim.camps@motorolasolutions.com). Our goal is to provide the City of Hollywood with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution and to be of service to you now and in the years to come.

Sincerely,

Daniel Sanchez  
MOTOROLA SOLUTIONS, INC.  
Territory Vice President, Florida  
North America Government Markets



# OVERALL SOLUTION

Motorola Solutions is proposing to City of Hollywood, Florida the following subscribers:



APX 8000



APX 8000XE



APX 8500

## Police Fleet

### 417 APX 8000 radios

(30 all band / 387 single band 700/800MHz)

Including new Shoulder Mics, spare batteries and chargers

## Fire Fleet

### 32 APX 8500 mobile radios

### 221 APX 8000XE radios

(70 all band / 151 single band 700/800MHz)

Including new Shoulder Mics, spare batteries and chargers

## APX RADIOS

Motorola Solutions is proposing APX portable and mobile radios for the City of Hollywood, for those personnel who need reliable voice and data communications. With a rugged, easy-to-operate form factor, every APX radio includes the following advanced software, hardware, and future-ready capabilities:

- Support for Project 25 (P25) and legacy infrastructures.
- Extreme audio profiles for chaotic, high-noise environments.
- Intuitive audio-visual signaling to increase personnel safety.
- Functions to enable easy operation.
- Easy radio programming.
- Rugged and robust testing standards.

When developing the APX platform, Motorola Solutions' product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission-critical communications. Through that research and collaboration, every feature in the APX line is designed with users in mind—from the ruggedized form factor to the loudest, clearest audio.



Motorola Solutions' IP-enabled APX radios offer a full array of features and advanced technologies, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready features:

### **Support for Project 25 and Legacy Infrastructures**

All APX radios are compatible with P25 Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions and other manufacturers. They also operate on analog conventional, P25 conventional, and P25 trunking systems, as well as systems using Motorola Solutions Project 16 analog trunking, SMARTNET, and SmartZone technologies.

### **Extreme Audio Profiles for Chaotic, High-Noise Environments**

APX two-way radios possess intelligent dual microphone noise reduction software and the latest AMBE vocoder technology used for audio to dynamically adjust for rapidly changing, high-noise environments. When combined with the microphones and speakers in our APX portables and control heads, these components and software enable the loudest, clearest two-way radio audio available.

### **Intuitive Audio-Visual Signaling to Increase Personnel Safety**

Every APX radio includes auditory and visual alerts to improve user awareness and reduce response time. Digital Tone Signaling instantly alerts on/off duty responders of emergency events. Intelligent Lighting uses color alerts to notify users of the radio mode, potential emergencies, or specific events. These audio-visual alerting mechanisms can be configured on both a radio and a fleet basis, enabling each user and agency to customize audio, lighting, and tone alerts to meet their needs in specific work conditions.

### **Functions to Enable Easy Operation**

The APX platform includes features to allow personnel to communicate quickly and easily in the

midst of chaotic situations and extreme environments. Each radio can be configured to announce channels, talkgroups, and zones while the user navigates through the radio's available options—saving valuable time and eliminating the need for the user to look at the radio while operating it. All information associated with each contact in the radio can be consolidated into one unified call list, reducing the time needed to navigate the radio's software.

### **Easy Radio Programming**

The APX platform includes easy-to-use Customer Programming Software (CPS), a Windows-based application with drag-and-drop, clone wizard, and programming over IP capabilities. This software drastically decreases the time needed to configure and update radio programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with Motorola Solutions' Programming Over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via the ASTRO 25 system while remaining in the field without needing to be brought in from the field. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air.

### **Rugged and Robust Testing Standards**

APX radios undergo testing for extreme conditions and physical treatment to ensure that they will remain operational even years of wear and tear in the field. These tests include temperature shock, temperature cycling, drop, display impact, vibration, blowing rain, dust, salt fog, UV exposure and Electro-Static discharge (ESD). The basic test procedures replicate those conducted by the military for field equipment, and APX radios exceed the applicable Military Specification 810 C, D, E, F, and G. Motorola Solutions has supplemented the MIL-STD testing process with an internal testing process that reuses the same test unit for all environmental tests, rather than testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

### **Emergency Call Termination**

APX radios allow users to remotely clear an emergency status, keeping operations efficient by quickly dealing with accidental activation or the late clearing of emergencies. This allows the City's users to stay focused on other critical tasks instead of getting distracted or interrupted with continued emergencies.

### **Data Modem Tethering over WiFi**

This feature allows the City's APX radios to route data through an LTE modem, speeding up data transmissions and offloading data traffic from the network. Voice and data are carried faster over an LTE network, allowing users to experience a higher quality of service for daily operations. This feature is available to the APX 8500 mobile radio and all WiFi capable portable radios.

### **APX Instant Recall**

The Instant Recall feature allows the City's users to replay their last received voice call, increasing system efficiency and reducing repeat transmissions. Calls containing detailed information (such as addresses, license plates, or phone numbers) will be stored on the APX device (up to 60 seconds) to be replayed whenever necessary.



# APX™ 8000 ALL-BAND P25 PORTABLE RADIO

## UNLIMITED MOBILITY. UNCOMPROMISING PERFORMANCE.

Take command with a 4-in-1 radio that offers limitless interoperability, the clearest, loudest audio and seamless Wi-Fi® connectivity. The compact, rugged and secure APX 8000 redefines mission critical communications.

### ALL BANDS, NO BOUNDARIES

With four RF bands and multi-mode system access, the APX 8000 knows no limits when it comes to interoperability. Communicate across borders using a single device. Use analog MDC 1200 or digital P25 mode, conventional or trunked operation, SmartNet or SmartZone legacy systems, clear or secure - all across 7/800MHz, VHF and UHF Range 1 & 2 bands.

### HEAR AND BE HEARD MORE CLEARLY

Whether it's loud or windy, whether you whisper or yell, the APX 8000 adaptive audio engine and ultra-loud speaker brings clarity into every conversation. The radio dynamically changes the level of noise suppression, microphone gain, windporting and speaker equalization on the fly to consistently produce the loudest, clearest audio in any environment.

### VOICE AND DATA, ALL AT ONCE

With Wi-Fi® access, the APX 8000 can quickly receive new codeplugs, firmware and software features in order to redeploy the radio fleet with ease as users keep talking without interruption. Mission Critical Wireless Bluetooth® connects quickly and securely with remote speaker microphones, surveillance kits and the LEX L10 Mission Critical LTE Handheld for radio remote control.

### FIT FOR THE MISSION

Intuitively designed with a familiar look and feel, the compact APX 8000 is always comfortable to use, from your holster to your grip. It contains 4 radio bands packaged into the award-winning design of the APX 6000. The all-band antenna is flexible so it doesn't get in the way.

### RUGGED, ROBUST & RELIABLE

With a water-tight seal, drop-resistant dual battery latch, pressure-tested tempered glass display and a shock-absorbing aluminum alloy endoskeleton, the APX 8000 is ready for unpredictable environments. It can survive 2 meter water submersion for 2 hours (IP68) and Motorola's renowned Accelerated Life Test.

### DESIGNED TO SECURE & PROTECT

The APX 8000's voice and data is secured by multiple hardware encryption algorithms (256-bit AES, DES, ADP), up to 128 keys and the ability to re-key over the air so that sensitive information stays protected from scanners and eavesdroppers. P25 Radio Authentication ensures only valid users can access the system while two-factor authentication allows users to securely log in to databases.



#### RF BANDS:

700/800 MHz, VHF, UHF Range 1 & 2

#### OPERATION MODES:

9600 Baud Digital APCO P25 Phase 1 FDMA and Phase 2 TDMA Trunking  
3600 Baud SmartNet®, SmartZone®, SmartZone, Omnilink Trunking  
Digital APCO 25, Conventional, Analog MDC 1200, Quick Call II System Configurations  
Narrow and wide bandwidth digital receiver  
(6.25 kHz equivalent/25/20/12.5 KHz)

#### STANDARD FEATURES:

Mission Critical Wireless Bluetooth*	ISSI 8000 Roaming
ASTRO 25 Integrated Voice & Data	Radio Profiles, Dynamic Zone
Integrated GPS/GLONASS for outdoor location tracking	Intelligent Lighting
Software Key	Single-key ADP Encryption
Text-Messaging	IP68 submersion (2 meters, 2 hours)
Voice Announcements	IMPRES 2 Battery

#### ADAPTIVE AUDIO ENGINE:

3 Watt Speaker with Adaptive Equalization  
Adaptive Dual-sided Operation  
Adaptive Noise Suppression Intensity  
Adaptive Gain Control  
Adaptive Windporting

#### PROGRAMMING:

Utilizes Windows 7 & 8 Customer Programming Software (CPS) with Radio Management

#### OPTIONAL FEATURES:

Wi-Fi® 802.11 b/g/n  
RFID Volume Knob  
Multi-key for 128 keys and multi-algorithm  
Programming Over Project 25 (OTAP)  
Over the Air Rekey (OTAR)  
Digital Tone Signaling  
P25 Authentication  
Man Down Sensor  
IP68 (2m/4hr), Mil Std 512.X Delta - T  
LEX L10 Collaboration



\* Compatible with BT 2.1, HSP, PAN, DUN and SPP Profiles found in off-the-shelf BT accessories and BT 4.x





TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS				
	700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	764-776, 794-806 MHz 806-825, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj <sup>1</sup>	700 MHz: 1-2.5 Watts 800 MHz: 1-3 Watts	1-6 Watts	1-5 Watts	1-5 Watts
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm
Modulation Limiting <sup>1</sup>	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) <sup>1</sup>	-75 dBc	-75 dBc	-75 dBc	-75 dBc
Audio Response <sup>1</sup>	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise (25kHz / 12.5kHz) <sup>1</sup>	700 MHz 800 MHz	-49 dB/-47 dB -49 dB/-46 dB	-51 dB/-51 dB	-51 dB/-47 dB
Audio Distortion (25kHz / 12.5kHz) <sup>1</sup>	700 MHz 800 MHz	0.90 % / 0.90 % 0.60 % / 0.90 %	0.50 % / 0.90 %	0.60 % / 0.90 %

BATTERIES FOR APX 8000				
Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2, 3400 mAh**	3.4" x 2.3" x 1.7"	6.5 oz	PMNN4486	3400 mAh
Li-Ion IMPRES 2, 4850 mAh	5.0" x 2.3" x 1.7"	11.0 oz	PMNN4487	4850 mAh
Li-Ion IMPRES 2, 5100 mAh	5.0" x 2.3" x 1.7"	11 oz	PMNN4494	5100 mAh
Li-Ion IMPRES UL2054 Div 2 Rugged 3400 mAh IP68***	3.4" x 2.3" x 1.7"	6.5 oz	PMNN4504	3400 mAh
Li-Ion IMPRES UL2054 Div 2 Rugged 4850 mAh IP68***	5.0" x 2.3" x 1.7"	10 oz	PMNN4505	4850 mAh

\*\*Ships standard with radio

\*\*\*Listed by UL to non-incendive standards: ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15 as safe for use in Class I, Division 2, Groups A,B,C,D; Class II, Division 2, Groups E,F; Class III, Division 2 Hazardous (Classified) Locations.



## RADIO MODELS

	MODEL 1.5	MODEL 2.5	MODEL 3.5
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	<b>Top display plus:</b> Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	<b>Top display plus:</b> Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlit keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlit keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity	1200	3000	3000
FLASHport Memory	2 GB	2 GB	2 GB
700/800 MHz (764-870 MHz)			
VHF (136-174 MHz)	H91TGD9PW5AN	H91TGD9PW6AN	H91TGD9PW7AN
UHF Range 1 (380-470 MHz)			
UHF Range 2 (450-520 MHz)			
Buttons & Switches	Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons		
Regulatory Information			
FCC ID	AZ489FT7061		
Industry Canada	109U-89FT7061		
Emission Designators	LMR: 8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E***, 20K0F1E*** Bluetooth: 852KF1D, 1M17F1D, 1M19F1D WLAN (Wi-Fi): 13M7G1D, 17M0D1D, 18M1D1D		

\*\*\* In accordance with FCC mandate, the APX 8000 all band radio is restricted to 12.5kHz operation only and does NOT support 25kHz in the VHF and UHF Bands (excluding T-Band). This applies to customers under Rule Part 90.



#### RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700	800	VHF	UHF
Frequency Range/Bandsplits		764-776 MHz	851-870 MHz	136-174 MHz	380-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated <sup>1</sup>		1 Watt	1 Watt	1 Watt	1 Watt
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)		+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm
Analog Sensitivity <sup>1</sup>	12 dB SINAD	0.224 $\mu$ V	0.224 $\mu$ V	0.168 $\mu$ V	0.199 $\mu$ V
Digital Sensitivity <sup>2</sup>	1% BER	0.316 $\mu$ V	0.316 $\mu$ V	0.251 $\mu$ V	0.282 $\mu$ V
	5% BER	0.211 $\mu$ V	0.211 $\mu$ V	0.149 $\mu$ V	0.158 $\mu$ V
	5% BER Faded	0.562 $\mu$ V	0.562 $\mu$ V	0.562 $\mu$ V	0.530 $\mu$ V
Selectivity (25 kHz / 12.5 kHz) <sup>1, 5</sup>		79 dB / 72 dB	78 dB / 72 dB	82 dB / 77 dB	80 dB / 74 dB
Intermodulation Rejection <sup>1</sup>		81 dB	80 dB	82 dB	80 dB
Spurious Rejection <sup>1</sup>		98 dB	98 dB	92 dB	98 dB
FM Hum and Noise (25 kHz / 12.5 kHz) <sup>1</sup>		-55 dB / -53 dB	-54 dB / -52 dB	-57 dB / -55 dB	-56 dB / -54 dB
Audio Distortion <sup>1</sup>		0.9 %	0.9 %	0.9 %	0.9 %





PORTABLE MILITARY STANDARDS 810 C, D, E , F & G										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion <sup>6</sup>	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

## DIMENSIONS OF THE RADIOS WITHOUT BATTERY

	Inches	Millimeters
Length	5.47	139
Width Push-To-Talk button	2.39	60.7
Depth Push-To-Talk button	1.40	35.6
Width Top	2.98	75.7
Depth Top	1.58	40.1
Depth Bottom of Battery	1.24	31.5
Weight of the radios without battery	11.25 oz	319 g

## ENCRYPTION

Supported Encryption Algorithms	ADP, 256-bit AES, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 360 mSec
Encryption Keying	Key Loader and Over the Air Rekeying (OTAR)
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital and SecureNet
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

## GPS/GNSS SPECIFICATIONS

Constellations	GPS & GLONASS
Tracking Sensitivity	–164 dBm
Accuracy <sup>3</sup>	<5 meters (95%)
Cold Start <sup>3</sup>	<60 seconds (95%)
Hot Start <sup>3</sup>	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted)

## ENVIRONMENTAL SPECIFICATIONS

Operating Temperature <sup>4</sup>	–30°C / +60°C
Storage Temperature <sup>4</sup>	–40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP68 (2 meters, 2 hours)

## RUGGED OPTION SPECIFICATIONS

Leakage (submersion) <sup>6</sup>	MIL-STD-810 C, D, E, F and G Method 512.X Procedure I, IP68 (2 meters, 4 hours)
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## HOUSING COLOR

Black (Standard), Public Safety Yellow, and High Impact Green

<sup>1</sup> Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.

<sup>2</sup> Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.

<sup>3</sup> Measured conductively with >6 satellites visible at a nominal –130 dBm signal strength. Specs provided are 95th percentile values.

<sup>4</sup> Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.

<sup>5</sup> Measured using the TIA-603 single-tone method.

<sup>6</sup> Rugged option only. Specifications subject to change without notice.

All specifications shown are typical.  
Radio meets applicable regulatory requirements.

## WIRELESS CONNECTIVITY & SECURITY

Frequency Range/Bandsplits:

Bluetooth: 2402 - 2480 MHz, WLAN (Wi-Fi®): 2400 - 2483.5 MHz

WLAN (Wi-Fi®) 802.11 b/g/n supports WPA-2, WPA, WEP security protocols; radio can be pre-provisioned with up to 20 SSIDs

Mission Critical Wireless Bluetooth 2.1 uses 96 bit encryption for pairing & 128 bit encryption for voice, signaling and data. The radio BT supports up to 6 data connections and 1 audio connection.

Bluetooth 4.0 Low Energy uses 128-bit AES-CCM encryption





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# APX 8000XE

UNLIMITED MOBILITY.  
EXTREME PERFORMANCE.



# APX™ 8000XE ALL-BAND P25 PORTABLE RADIO

Working together with firefighters around the world, we designed the APX™ Extreme Series, a safe, and easy and efficient to use portfolio of ergonomically advanced, ultra-rugged radios and accessories. With over eighty years of experience in ergonomics, design and technology for public safety, the APX XE Series is the culmination of cross-disciplines and user input.

Firefighters said they wanted equivalent extreme features as the APX Extreme Series including a larger display, exaggerated control knobs, and the capability to communicate with surrounding municipalities within an all-band radio solution. The APX 8000XE brings together not only these requirements, but also the integration of WiFi® for programming flexibility.

The APX 8000XE is redefining mission critical communications by delivering an ultra-durable radio that combines unlimited interoperability, loud audio, and secure WiFi connectivity. With a dedicated channel knob and ability to withstand 500 degrees heat exposure, the APX XE500 Remote Speaker Microphone is the perfect companion to the APX 8000XE. When combined, the APX 8000XE All-Band Portable Radio and XE500 Remote Speaker Microphone create the ultimate mission critical solution designed for safety personnel in extreme environments.

## KEY FEATURES

- Unlimited interoperability with one device
- Secure WiFi for seamless software updates
- Extra-large buttons for glove use
- IP68 submersion (2 meters, 4 hours)
- ANSI/ISA-12.12.01-2015 CAN/CSA C22.2 NO. 213-15, Nonincendive Electrical Equipment for Use in Class I, Division 2, Groups A, B, C, D; Class II, Division 2, Groups F, G; Class III, Division 2
- Integrated GPS/GLONASS for outdoor location tracking
- Equipped with FIPS - certified encryption hardware
- RFID volume knob for asset tracking (optional)
- Bluetooth-enabled APX radios capable of transmitting SCBA voice and data





**MODEL 1.5**  
**NO KEYPAD**



**MODEL 2.5**  
**LIMITED KEYPAD**



**MODEL 3.5**  
**FULL KEYPAD**

**UNLIMITED MOBILITY.**  
**EXTREME PERFORMANCE.**





## ALL-BAND

### Unlimited mobility

With a 4-in-1 radio, you now have the ability to stay connected and expand voice and data communications across multiple agencies with one device. Improve response time by instantly operating on digital or analog networks, in 7/800, VHF, UHF Range 1 and 2 bands at any given time.



## ADAPTIVE AUDIO ENGINE

### Hear and be heard

The APX 8000XE is equipped with a 3-Watt speaker, 3 integrated microphones and Adaptive Audio Engine. This changes the level of noise suppression, microphone gain, windporting and speaker equalization to produce clear and loud audio in any environment.



## SECURE WIFI

### Voice and data, all at once

Update your radio fleet with Integrated WiFi. This dramatically improves the speed of configuring new codeplugs, firmware and software features over-the-air with Radio Management without interrupting voice communications. Agencies can provision up to 20 secured WiFi networks so their personnel can easily access updates at the facility or in the field.

**LARGE YET PROTECTED  
EMERGENCY BUTTON**

**TOP DISPLAY**



**MODEL 1.5**

**MODEL 2.5**

**LARGE CHANNEL KNOB**

**LARGE VOLUME KNOB**

**WATER RESISTANT SPEAKER**

**TEXTURED PTT BUTTON**

**TACTILE KEYPAD**

**HIGH-IMPACT  
GREEN HOUSING**



**MODEL 3.5**



## ENHANCED CONTROLS

### Designed for the mission

The ergonomic design of the APX 8000XE is a well-thought out solution. Whether you're putting out fires, defending your country's coastline or working in other extreme conditions that require heavy gloves, the exaggerated control knobs are easy to grip and locate in even the most stressful moments. From display size to button positioning, this radio is easy to access and operate.



## FAST, SIMPLE, SECURE

### Greater mobility

APX Personnel Accountability allows Incident Commanders to quickly and accurately account for first responders through radio roll call and an interactive GUI. Real-time accountability allows incident commanders to focus on maintaining control of a chaotic fireground.

With BT standard on all APX XE radios, we are able to partner with SCBA industry leaders to provide clear in-mask communications so you can hear and be heard. Collaborations with both MSA and Scott Safety allow us to deliver clear voice and data communications.



## PRODUCT DATA SHEET

APX™ 8000XE



### RF BANDS

- 700/800 MHz, VHF, UHF Range 1 & 2

### OPERATION MODES

- 9600 Baud Digital APCO P25 Phase 1 FDMA and Phase 2 TDMA Trunking
- 3600 Baud SmartNet®, SmartZone®, Omnilink Trunking
- Digital APCO 25, Conventional, Analog MDC 1200, Quick Call II System Configurations
- Narrow and wide bandwidth digital receiver (6.25 kHz equivalent/25/20/12.5 KHz)

### STANDARD FEATURES

- Mission Critical Wireless Bluetooth\*
- ASTRO 25 Integrated Voice & Data
- Integrated GPS/GLONASS for outdoor location tracking
- Software Key
- Text-Messaging
- Voice Announcements
- ISSI 8000 Roaming
- Radio Profiles, Dynamic Zone
- Intelligent Lighting
- Single-key ADP Encryption
- IP68 submersion (2 meters, 4 hours)

- IMPRES Battery
- ANSI/ISA-12.12.01-2015 CAN/CSA C22.2 NO. 213-15, Nonincendive Electrical Equipment for Use in Class I, Division 2, Groups A, B, C, D; Class II, Division 2, Groups F, G; Class III, Division 2

### ADAPTIVE AUDIO ENGINE

- 3 Watt Speaker with Adaptive Equalization
- Adaptive Dual-sided Operation
- Adaptive Noise Suppression Intensity
- Adaptive Gain Control
- Adaptive Windporting

### PROGRAMMING

- Utilizes Windows 7 & 8 Customer Programming Software (CPS) with Radio Management

### OPTIONAL FEATURES

- WiFi 802.11 b/g/n
- RFID Volume Knob
- Multikey for 128 keys and multi-algorithm
- Programming Over Project 25 (OTAP)
- Over the Air Rekey (OTAR)
- Digital Tone Signaling
- P25 Authentication
- Man Down Sensor

\* Compatible with BT 4.0, BT 2.1, HSP, PAN, DUN and SPP Profiles found in off-the-shelf BT accessories

### TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits		764-776, 794-806 MHz 806-825, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj <sup>1</sup>		700 MHz: 1-2.5 Watts 800 MHz: 1-3 Watts	1-6 Watts	1-5 Watts	1-5 Watts
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)		+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm
Modulation Limiting <sup>1</sup>		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) <sup>1</sup>		-75 dBc	-75 dBc	-75 dBc	-75 dBc
Audio Response <sup>1</sup>		+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise (25kHz / 12.5kHz) <sup>1</sup>	700 MHz 800 MHz	-49 dB / -47 dB -49 dB / -46 dB	-51 dB / -51 dB	-51 dB / -51 dB	-51 dB / -47 dB
Audio Distortion (25kHz / 12.5kHz) <sup>1</sup>	700 MHz 800 MHz	0.90 % / 0.90 % 0.60 % / 0.90 %	0.50 % / 0.90 %	0.50 % / 0.90 %	0.60 % / 0.90 %

### BATTERIES FOR APX 8000XE

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES UL2054 DIV 2 Rugged 3400 mAh IP68**	3.4" x 2.3" x 1.7"	6.5 oz	PMNN4504A	3400 mAh
Li-Ion IMPRES UL2054 DIV 2 Rugged 4850 mAh IP68	5" x 2.3" x 1.7"	10 oz	PMNN4505A	4850 mAh

### KEY AUDIO ACCESSORIES\*\*\*\*

Name	Type	Part Number	Features
IMPRES Display RSM	Wired	HMN4104	Windporting, Audio Jack, Channel Knob, Volume Control, Orange Button, IP68
IMPRES XE RSM BLACK	Wired	NNTN8575ABLK	Windporting, Audio Jack, Strobe Light, Volume Control, Orange Button, IP68
IMPRES XE RSM GREEN	Wired	NNTN8575	Windporting, Audio Jack, Strobe Light, Volume Control, Orange Button, IP68
IMPRES XE500 RSM BLACK	Wired	PMMN4106ABLK	Adaptive Audio Engine, Audio Jack, Strobe Light, Volume Control, Channel Knob, Orange Button, IP68
IMPRES XE500 RSM GREEN	Wired	PMMN4106	Adaptive Audio Engine, Audio Jack, Strobe Light, Volume Control, Channel Knob, Orange Button, IP68

\*\* Ships standard with radio  
\*\*\*\* Pending Hazardous Certification

## PRODUCT DATA SHEET

APX™ 8000XE



MODEL 1.5



MODEL 2.5



MODEL 3.5

### RADIO MODELS

Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	<b>Top display plus:</b> Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	<b>Top display plus:</b> Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlit keypad 3 soft keys 4 direction navigation key Home and Data buttons	Backlit keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity	1200	3000	3000
FLASHport Memory	2 GB	2 GB	2 GB
700/800 MHz (764-870 MHz)	H91TGD9PW5AN	H91TGD9PW6AN	H91TGD9PW7AN
VHF (136-174 MHz)			
UHF Range 1 (380-470 MHz)			
UHF Range 2 (450-520 MHz)			

#### Buttons & Switches

Large PTT button • Angled On/Off volume control • X-large orange emergency button • 16 position top-mounted rotary switch  
2-position concentric switch • Glove accessible 3-position switch • 3 programmable side buttons

#### Regulatory Information

FCC ID	AZ489FT7061
Industry Canada	109U-89FT7061
Emission Designators	<p>LMR: 8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E***, 20K0F1E***</p> <p>Bluetooth®: 852KF1D, 1M17F1D, 1M19F1D, 1M04F1D</p> <p>WLAN (Wi-Fi): 13M7G1D, 17M0D1D, 18M1D1D</p>

\*\*\* In accordance with FCC mandate, the APX 8000XE all band radio is restricted to 12.5kHz operation only and does NOT support 25kHz in the VHF and UHF Bands (excluding T-Band). This applies to customers under Rule Part 90.

### RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

	700	800	VHF	UHF
Frequency Range/Bandsplits	764-776 MHz	851-870 MHz	136-174 MHz	380-520 MHz
Channel Spacing	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Speech Loudness at 30cm	105 Phons	105 Phons	105 Phons	105 Phons
Audio Output Power at Rated/Max	3 Watt/5 Watt	3 Watt/5 Watt	3 Watt/5 Watt	3 Watt/5 Watt
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm	+/- 1.0 ppm
Analog Sensitivity <sup>1</sup>	12 dB SINAD	0.224 uV	0.168 uV	0.199 uV
Digital Sensitivity <sup>2</sup>	1% BER	0.316 uV	0.251 uV	0.282 uV
	5% BER	0.211 uV	0.149 uV	0.158 uV
	5% BER Faded	0.562uV	0.562 uV	0.530 uV
Selectivity (25 kHz / 12.5 kHz) <sup>1,5</sup>	79 dB / 72 dB	78 dB / 72 dB	82 dB / 77 dB	80 dB / 74 dB
Intermodulation Rejection <sup>1</sup>	81 dB	80 dB	82 dB	80 dB
Spurious Rejection <sup>1</sup>	98 dB	98 dB	92 dB	98 dB
FM Hum and Noise (25 kHz / 12.5 kHz) <sup>1</sup>	-55 dB / -53 dB	-54 dB / -52 dB	-57 dB / -55 dB	-56 dB / -54 dB
Audio Distortion at Rated	1.2%	1.3%	1.3%	1.2%

### PORTABLE MILITARY STANDARDS 810 C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Explosive Atmosphere	-	-	-	-	-	-	511.4	I	511.5, 511.6	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

## PRODUCT DATA SHEET

APX™ 8000XE

### DIMENSIONS OF THE RADIOS WITHOUT BATTERY

	Inches	Millimeters
Length	6.15	156.2
Width Push-To-Talk button	2.39	60.7
Depth Push-To-Talk button	1.40	35.5
Width Top	3.32	84.3
Depth Top	2.13	54.1
Depth Bottom of Battery	1.24	31.5
Weight of the radios without battery	13.9 oz	394.1 g

### ENCRYPTION

Supported Encryption Algorithms	ADP, 256-bit AES, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 360 mSec
Encryption Keying	Key Loader and Over the Air Rekeying (OTAR)
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital and SecureNet
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

### GPS/GNSS SPECIFICATIONS

Constellations	GPS & GLONASS
Tracking Sensitivity	–164 dBm
Accuracy <sup>3</sup>	<5 meters (95%)
Cold Start <sup>3</sup>	<60 seconds (95%)
Hot Start <sup>3</sup>	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted)

### ENVIRONMENTAL SPECIFICATIONS

Operating Temperature <sup>4</sup>	-30°C / +60°C
Storage Temperature <sup>4</sup>	-50°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP68 (2 meters, 4 hours)

### RUGGED SPECIFICATIONS

Leakage (submersion)	MIL-STD-810 C, D, E, F and G Method 512.X Procedure I, IP68 (2 meters, 4 hours)
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### HOUSING COLOR

Black (Standard), Public Safety Yellow, and High Impact Green

### WIRELESS CONNECTIVITY & SECURITY

Frequency Range/Bandsplits:	
Bluetooth: 2402 - 2480 MHz, WLAN (WiFi): 2400 - 2483.5 MHz	
WLAN (WiFi) 802.11 b/g/n supports WPA-2, WPA, WEP security protocols; radio can be pre-provisioned with up to 20 SSIDs <sup>5</sup>	
Mission Critical Wireless Bluetooth 2.1 uses 96 bit encryption for pairing & 128 bit encryption for voice, signaling and data. The radio BT supports up to 6 data connections and 1 audio connection	
Bluetooth 4.0 Low Energy uses 128-bit AES-CCM encryption	

<sup>1</sup> Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.

<sup>2</sup> Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.

<sup>3</sup> Measured conductively with >6 satellites visible at a nominal –130 dBm signal strength. Specs provided are 95th percentile values.

<sup>4</sup> Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.

<sup>5</sup> Measured using the TIA-603 single-tone method.

<sup>6</sup> 2400 - 2483.5 MHz for EMEA region and includes guardband. Channels 1 - 11 used for FCC/IC region. Specifications subject to change without notice.

All specifications shown are typical.

Radio meets applicable regulatory requirements.

## APX™ XE500 REMOTE SPEAKER MICROPHONE

With its ultimate usability and extreme performance, the APX XE500 Remote Speaker Microphone (RSM) is the perfect companion to the APX 8000XE.

**ULTIMATE USABILITY.  
EXTREME PERFORMANCE.**



For more information, please visit: [www.motorolasolutions.com/APX8000XE](http://www.motorolasolutions.com/APX8000XE)

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A.

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# APX 8500

ALL-BAND P25 MOBILE RADIO



## UNLIMITED MOBILITY. MAXIMUM CONNECTIVITY.

Your next incident doesn't care about frequencies and neither should your first responders. Give them the communication tools to stay connected and stay safe wherever the call takes them. Give them the APX 8500 all-band mobile radio.

The APX 8500 radio enables you to exchange critical voice and data seamlessly with multiple agencies and jurisdictions operating on different radio bands. The available high-power transmitter gives you extraordinary P25 range while the integrated Wi-Fi or tethered

in-vehicle broadband modem can extend communication beyond P25 radio service areas. Offload data to a broadband connection and create a data ecosystem in and around your vehicle. Or, use your broadband connection to send and receive P25 voice and data when outside of P25 coverage. And when your vehicle sustains a high impact, the radio can automatically send an alert to dispatch.

Stay connected and stay safe in more ways than ever with the all-band APX 8500 mobile radio.





### ALL BANDS. NO BOUNDARIES.

With a 4-in-1 mobile radio and an all-band antenna, you now have the ability to stay connected and expand communications across multiple agencies with one device. Extend your reach further with an available high-power transmitter and communicate with widely dispersed teams across different bands.



### VOICE AND DATA, ALL AT ONCE

Packed with all the connections you need, the APX 8500 keeps your team in touch and within reach of over-the-air updates. Receive new codeplugs, firmware updates and software features at the speed of Wi-Fi— without interruptions to voice communications.



### GET CONNECTED AND STAY CONNECTED

When the mission takes you out of range, you risk being left in the dark. The APX 8500, equipped with SmartConnect, can reroute P25 voice and data communication over broadband via built-in Wi-Fi or a tethered LTE/satellite router. Stay connected to your P25 radio system, even when outside of P25 coverage.



### FAST INFORMATION RETRIEVAL

Running routine database queries doesn't need to slow you down. Simply press a button on the keypad microphone and ask ViQi for the information you need. Keep your eyes on the situation and free up dispatchers to focus on more critical events. Move intelligence faster than ever with ViQi.



### KEEP VOICE AND DATA PROTECTED

The APX 8500 secures voice and data using multiple hardware encryption algorithms and the ability to rekey over the air, so it's protected from scanners and eavesdroppers. What's more, P25 Radio Authentication ensures only valid users can access the system while the available two-factor authentication secures database logins.



### ALL THE SUPPORT YOU NEED

Motorola Solutions offers three levels of service plans – Essential, Advanced and Premier. From simple support for technical troubleshooting to a complete transfer of optimization and maintenance services to Motorola Solutions, you choose the level of support that suits you best.



## 02 CONTROL HEAD

### EXTREME USABILITY

The 02 control head provides rugged simplicity for efficient and confident communication. Extreme controls with easy to read color display and a built-in 7.5 watt speaker provides clear visual and audible user experiences. Available in high impact green or black.



## 03 HANDHELD CONTROL HEAD

### HANDHELD FLEXIBILITY

The 03 corded control head fits all your mobile controls in your hand. With the 03 your radio controls are never out of reach.



# APX 8500 CONTROL HEADS\*



## E5 CONTROL HEAD

### UNMATCHED READABILITY. OPTIMIZED USABILITY.

A bright color display and intelligent lighting makes the E5 easy to read under any condition while the optimized tactility and button placement reduces inadvertent actuations.



## 07 CONTROL HEAD

### INTEGRATED MULTI-FUNCTIONALITY

The 07 is a sophisticated control head with a color display and built-in keypad. It can integrate your radio vehicle control into a single ergonomic interface and supports dual radio installations.

# FEATURES

## OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 Phase 1 FDMA and Phase 2 TDMA

Digital Conventional: APCO 25

Analog Trunking: 3600 Baud SmartNet, SmartZone, Omnilink

Analog Conventional: MDC 1200

ASTRO® 25 Integrated Voice and Data

SmartConnect Multi-net Connectivity\*

## FREQUENCY BANDS

All-band: Simultaneous Operation in VHF, UHF Range 1, UHF Range 2, 700 and 800 MHz Bands

100 Watt High-Power available in VHF and UHF Range 1 bands (High-Power model only)

Up to 3,000 Channels

## ADDITIONAL CONNECTIVITY

Wi-Fi 802.11 b/g/n\*

Data Modem Tethering\*

SmartConnect\*

## MANAGEMENT

Radio Management

Customer Programming Software

## LOCATION-TRACKING

Integrated GPS/GLONASS for Outdoor Location Tracking

Mission-Critical Geofence\*

## SECURITY

256-bit AES, ADP, DES, DVP\*

FIPS 140-2 Level 3, FIPS 197

P25 Authentication\*

Multikey for 128 keys and Multi-algorithm\*

Over-The-Air-Rekeying (OTAR)\*

## USER INTERFACE

07 Multi Functional Control Head

E5 Enhanced Control Head

03 Handheld Control Head

02 Extreme Usability Control Head

Supports the discontinued 09 Control Head and the 05 Control Head

## OTHER FEATURES

Intelligent Priority Scan

Instant Recall

Impact Detection\*

Intelligent Lighting

Tactical Inhibit\*

Digital Tone Signaling\*

12 Character RFID Asset Tracking\*

ViQi Virtual Partner\*

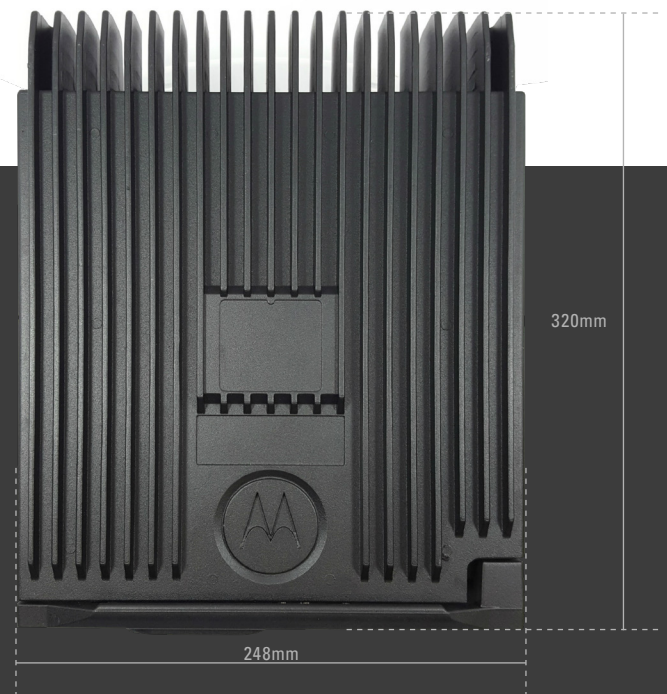






#### DIMENSIONS AND WEIGHT

	Dimensions (H x W x D)	Weight
O7 Control Head - Remote Mount	51 x 178 x 81 mm (2.0 x 7.0 x 3.2 in)	-
E5 Control Head - Remote Mount	51 x 178 x 79 mm (2.0 x 7.0 x 3.1 in)	-
O5 Control Head - Remote Mount	51 x 178 x 74 mm (2.0 x 7.0 x 2.9 in)	-
O2 Control Head - Remote Mount	68 x 206 x 96 mm (2.7 x 8.1 x 3.8 in)	-
Mid Power Radio Transceiver and O7 Control Head - Dash Mount	51 x 178 x 256 mm (2.0 x 7.0 x 10.1 in)	3.1 kg (6.8 lbs)
Mid Power Radio Transceiver and E5 Control Head - Dash Mount	51 x 178 x 255 mm (2.0 x 7.0 x 10.0 in)	3.1 kg (6.8 lbs)
Mid Power Radio Transceiver and O5 Control Head - Dash Mount	51 x 178 x 250 mm (2.0 x 7.0 x 9.8 in)	3.1 kg (6.8 lbs)
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	68 x 206 x 271 mm (2.7 x 8.1 x 10.7 in)	3.3 kg (7.23 lbs)
Mid Power Radio Transceiver and Remote Mount	51 x 178 x 232 mm (2.0 x 7.0 x 9.1 in)	2.9 kg (6.4 lbs)
High Power Radio Transceiver and Remote Mount	88 x 248 x 320 mm (3.4 x 9.7 x 12.6 in)	8.0 kg (17.6 lbs)



APX 8500 High-Power Model Shown



# PERFORMANCE AND REGULATORY

## TRANSMITTER- TYPICAL PERFORMANCE SPECIFICATIONS

TRANSMITTER - 147.100 MHz CHANNEL OF EMISSIONS										
	VHF		UHF R1		UHF R2		700 MHz		800 MHz	
Frequency Range Band Splits	136-174 MHz		380-470 MHz		450-520 MHz		764-776, 794-806 MHz 806-825, 851-870 MHz		764-776, 794-806 MHz 806-825, 851-870 MHz	
Channel Spacing	30/25/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power1 (Adjustable)	1-50 W (Mid Power) 1-100 W (High Power)		1-40 W (Mid Power) 1-100 W (High Power)		1-45 W (450-485 MHz) 1-40 W (485-512 MHz) 1-25 W (512-520 MHz)		1-30 W		1-35 W	
Frequency Stability1 (-30°C to +85°C; +25°C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Modulation Limiting	±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±4 (NPSPAC) /±2.5 kHz	
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	1.10%		1.10%		1.10%		1.10%		1.10%	
Emissions1	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -85 dBc	Radiated -20 dBm	Conducted -75/-85 dBc	Radiated -20/-40 dBm	Conducted -75 dBc	Radiated -20 dBm
Audio Response1	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise1 (25 kHz / 12.5 kHz)	53 dB/ 52 dB		53 dB/ 50 dB		53 dB/ 50 dB		50 dB/ 48 dB		50 dB/ 48 dB	
Audio Distortion1 (25 & 20 kHz / 12.5 kHz)	0.50% / 0.50%		0.50% / 0.50%		0.50% / 0.50%		0.50% / 0.50%		0.50% / 0.50%	

## RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

	VHF		UHF R1		UHF R2		700 MHz		800 MHz	
Frequency Range Band Splits	136-174 MHz		380-470 MHz		450-520 MHz		764-776 MHz	799-806 MHz	851-870 MHz	
Channel Spacing	30/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz		25/20/12.5 kHz	
Minimum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power 3% distortion, 8/3.2 Ohm speakers	7.5 W/15 W		7.5 W/15 W		7.5 W/15 W		7.5 W/15 W		7.5 W/15 W	
Frequency Stability <sup>1</sup> (-30 °C to +85 °C; +25 °C Ref.)	±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Analog Sensitivity <sup>1</sup> (12 dB SINAD)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	-121 dBm (0.199 µV)	-120 dBm (0.224 µV)	-121 dBm (0.199 µV)	
Digital Sensitivity (5% BER)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-120 dBm (0.224 µV)	-121.5 dBm (0.188 µV)	
Intermodulation Rejection (12.5 kHz / 25 kHz)	Pre-Amp 84 dB / 85 dB	Standard 86 dB / 96 dB	Pre-Amp 82 dB / 83 dB	Standard 86 dB / 86 dB	Pre-Amp 82 dB / 83 dB	Standard 86 dB / 86 dB	85 dB / 85 dB		85 dB / 85 d	
Spurious Rejection	90 dB		90 dB		90 dB		100 dB		100 dB	
Audio Response <sup>1</sup>	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
Audio Distortion at rated <sup>1</sup>	1.20%		1.20%		1.20%		1.20%		1.20%	
Selectivity <sup>1</sup> (12.5 kHz / 25 kHz / 30 kHz)	76 dB 87 dB 90 dB		76 dB 82 dB -		76 dB 82 dB -		72 dB 82.5 dB -		72 dB 82.5 dB -	

## POWER AND BATTERY DRAIN

	VHF	UHF R1	UHF R2	700 MHz	800 MHz
Frequency Range Band Splits	136-174 MHz	380-470 MHz	450-520 MHz	764-775, 794-806 MHz	806-825, 851-870 MHz
RF Power Output	1-50 W (mid-power) 1-100 W (high-power)	10-40 W (mid-power) 1-100 W (high-power)	1-45 W (450-485 MHz) 1-40 W (485-512 MHz) 1-25 W (512-520 MHz)	1-33 W	1-35 W
Operation	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground	13.8 V DC ±20% Negative Ground
Standby at 13.8 V	1.4 A	1.4 A	1.4 A	1.4 A	1.4 A
Receive Current at Radio Audio at 13.8 V	3.2 A	3.2 A	3.2 A	3.2 A	3.2 A
Transmit Current at Rated Power (mid-power)	8 A @ 15 W 15 A @ 50 W	8 A @ 15 W 15 A @ 40 W	8 A @ 15 W 13 A @ 45 W	8 A @ 15 W 13 A @ 33 W	8 A @ 15 W 13 A @ 33 W
Transmit Current at Rated Power (high-power)	8 A @ 15 W 30 A @ 100 W	8 A @ 15 W 30 A @ 100 W	-	-	-

LOCATION - TRACKING

Channels	12
Tracking Sensitivity	-164 dBm
Accuracy <sup>2</sup>	<5 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<5 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GNSS or SBAS

FCC/IC TYPE ACCEPTANCE

FCC/IC ID	Band and Power Level
FCC ID: AZ492FT7089 IC ID: 109U-92FT7089	764-776 MHz (10-30 W)
	794-806 MHz (10-30 W)
	806-824 MHz (10-35 W)
	851-870 MHz (10-35 W)
	136-174 MHz (10-50 W)
	380-470 MHz (10-40 W)
	450-485 MHz (10-45 W)
	485-512 MHz (10-40 W)
FCC ID: AZ492FT7118 IC: N/A	512-520 MHz (10-25 W)
	136-174 MHz (1-100 W)
	380-470 MHz (1-100 W)

<sup>1</sup> Measured in the analog mode per TIA / EIA 603 single-tone method under nominal conditions  
<sup>2</sup> Measured conductivity with >6 satellites visible at a nominal -130 dBm signal strength.

ENCRYPTION

Supported Encryption Algorithms	256-bit AES, ADP, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 128 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3, FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water & Dust Intrusion	IP56





#### MOBILE MILITARY STANDARDS 810, C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	I/II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I Proc	503.2	1/A1C3	503.3	1/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	I Proc	507.5	II/Aggravated
Salt Fog	509.1	I Proc	509.2	I Proc	509.3	I Proc	509.4	I Proc	509.5	I Proc
Blowing Dust	510.1	I	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI

For more information, please visit us on the web at: [www.motorolasolutions.com/APX](http://www.motorolasolutions.com/APX)



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# DETAILED EQUIPMENT LIST

Provided on the following pages.

**CUSTOMER LOYALTY PRICING FOR CITY OF HOLLYWOOD  
POLICE**

Line #	Item Number	Description	APC	Qty	List Price	Sale Price	Extended List Price	Extended Sale Price
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	579	387	\$6,292.00	\$4,593.16	\$2,435,004.00	\$1,777,552.92
	H38	ADD: SMARTZONE OPERATION	655	387	\$1,500.00	\$1,095.00	\$580,500.00	\$423,765.00
	Q361	ADD: P25 9600 BAUD TRUNKING	655	387	\$300.00	\$219.00	\$116,100.00	\$84,753.00
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	579	387	\$515.00	\$375.95	\$199,305.00	\$145,492.65
	QA00580	ADD: TDMA OPERATION	655	387	\$450.00	\$328.50	\$174,150.00	\$127,129.50
	QA01767	ADD: P25 LINK LAYER AUTHENTICATION	655	387	\$100.00	\$73.00	\$38,700.00	\$28,251.00
	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	655	387	\$5.00	\$3.65	\$1,935.00	\$1,412.55
	QA03399	ADD: ENHANCED DATA	656	387	\$150.00	\$109.50	\$58,050.00	\$42,376.50
	QA00631	ADD: DVRS PSU ACTIVATION	655	387	\$100.00	\$73.00	\$38,700.00	\$28,251.00
	QA07682	ADD: SMARTCONNECT	579	387	\$0.00	\$0.00	\$0.00	\$0.00
	QA09001	ADD: WIFI CAPABILITY	579	387	\$300.00	\$219.00	\$116,100.00	\$84,753.00
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	579	387	\$0.00	\$0.00	\$0.00	\$0.00
	QA05508	DEL: DELETE VHF BAND	579	387	<del>\$800.00</del>	<del>-\$584.00</del>	<del>-\$309,600.00</del>	<del>-\$226,008.00</del>
	QA05509	DEL: DELETE UHF BAND	579	387	<del>\$800.00</del>	<del>-\$584.00</del>	<del>-\$309,600.00</del>	<del>-\$226,008.00</del>
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	430	387	\$0.00	\$0.00	\$0.00	\$0.00
	Q58	ADD: 3Y ESSENTIAL SERVICE	185	387	\$115.00	\$115.00	\$44,505.00	\$44,505.00
2	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	579	30	\$6,292.00	\$4,593.16	\$188,760.00	\$137,794.80
	H38	ADD: SMARTZONE OPERATION	655	30	\$1,500.00	\$1,095.00	\$45,000.00	\$32,850.00
	Q361	ADD: P25 9600 BAUD TRUNKING	655	30	\$300.00	\$219.00	\$9,000.00	\$6,570.00
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	579	30	\$515.00	\$375.95	\$15,450.00	\$11,278.50
	QA00580	ADD: TDMA OPERATION	655	30	\$450.00	\$328.50	\$13,500.00	\$9,855.00
	QA01767	ADD: P25 LINK LAYER AUTHENTICATION	655	30	\$100.00	\$73.00	\$3,000.00	\$2,190.00
	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	655	30	\$5.00	\$3.65	\$150.00	\$109.50
	QA03399	ADD: ENHANCED DATA	656	30	\$150.00	\$109.50	\$4,500.00	\$3,285.00
	QA00631	ADD: DVRS PSU ACTIVATION	655	30	\$100.00	\$73.00	\$3,000.00	\$2,190.00
	QA07682	ADD: SMARTCONNECT	579	30	\$0.00	\$0.00	\$0.00	\$0.00
	QA09001	ADD: WIFI CAPABILITY	579	30	\$300.00	\$219.00	\$9,000.00	\$6,570.00
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	579	30	\$0.00	\$0.00	\$0.00	\$0.00
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	430	30	\$0.00	\$0.00	\$0.00	\$0.00
	Q58	ADD: 3Y ESSENTIAL SERVICE	185	30	\$115.00	\$115.00	\$3,450.00	\$3,450.00
3	PMNN4486	BATT IMPRES 2 LION UL2054 DIV2 R IP68 3400T	453	417	\$163.00	\$118.99	\$67,971.00	\$49,618.83
4	NNTN8860A	IMPRES 2 SINGLE-UNIT CHARGER, 100-240 VAC	785	417	\$187.00	\$136.51	\$77,979.00	\$56,924.67
5	PMMN4135A	IMPRES XVP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, DIGITAL MICS	372	417	\$450.00	\$328.50	\$187,650.00	\$136,984.50

**FIRE**

Line #	Item Number	Description	APC	Qty	List Price	Sale Price	Extended List Price	Extended Sales Price
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	681	32	\$4,770.00	\$3,482.10	\$152,640.00	\$111,427.20
	G51	ENH: SMARTZONE OPERATION APX	656	32	\$1,500.00	\$1,095.00	\$48,000.00	\$35,040.00
	G361	ENH: P25 TRUNKING SOFTWARE APX	656	32	\$300.00	\$219.00	\$9,600.00	\$7,008.00
	G806	ENH: ASTRO DIGITAL CAI OP APX	681	32	\$515.00	\$375.95	\$16,480.00	\$12,030.40
	GA00580	ADD: TDMA OPERATION APX	656	32	\$450.00	\$328.50	\$14,400.00	\$10,512.00
	GA01767	APX MOBILE RADIO AUTHENTICATION	527	32	\$100.00	\$73.00	\$3,200.00	\$2,336.00
	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	655	32	\$5.00	\$3.65	\$160.00	\$116.80
	QA03399	ADD: ENHANCED DATA	656	32	\$150.00	\$109.50	\$4,800.00	\$3,504.00
	GA01630	ADD: SMARTCONNECT	681	32	\$0.00	\$0.00	\$0.00	\$0.00
	GA09001	ADD: WIFI CAPABILITY	681	32	\$300.00	\$219.00	\$9,600.00	\$7,008.00
	GA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	681	32	\$0.00	\$0.00	\$0.00	\$0.00
	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	430	32	\$0.00	\$0.00	\$0.00	\$0.00
	GA05508	DEL: DELETE VHF BAND	681	32	<del>\$800.00</del>	<del>-\$584.00</del>	<del>-\$25,600.00</del>	<del>-\$18,688.00</del>
	G831	ADD: SPKR 15W WATER RESISTANT	656	64	\$60.00	\$43.80	\$3,840.00	\$2,803.20
	GA01515	ADD: J600 ADAPTER CABLE	681	32	\$95.00	\$69.35	\$3,040.00	\$2,219.20
	GA00631	ADD: DVRS MSU ACTIVATION	656	32	\$250.00	\$182.50	\$8,000.00	\$5,840.00
	GA01580	ADD: COVERT GNSS GLASSMOUNT LMR100	681	32	\$70.00	\$51.10	\$2,240.00	\$1,635.20
	GA01579	ADD: COVERT WIFI GLASSMOUNT LMR195	681	32	\$70.00	\$51.10	\$2,240.00	\$1,635.20
	G892	ENH: HAND MIC, GCAI WATER RESISTANT	656	64	\$72.00	\$52.56	\$4,608.00	\$3,363.84
	GA00805	ADD: APX O7 CONTROL HEAD	656	32	\$632.00	\$461.36	\$20,224.00	\$14,763.52
	G67	ADD: REMOTE MOUNT MP	656	32	\$297.00	\$216.81	\$9,504.00	\$6,937.92
	GA00092	ADD: APX DUAL-CONTRL HD HARDWARE	656	32	\$570.00	\$416.10	\$18,240.00	\$13,315.20
	G628	ADD: REMOTE MOUNT CBL 17 FEET	656	32	\$15.00	\$10.95	\$480.00	\$350.40
	G610	ADD: REMOTE MOUNT CBL 30 FEET	656	32	\$25.00	\$18.25	\$800.00	\$584.00
	G444	ADD: APX CONTROL HEAD SOFTWARE	656	32	\$0.00	\$0.00	\$0.00	\$0.00
	G78	ADD: 3Y ESSENTIAL SERVICE	185	32	\$168.00	\$168.00	\$5,376.00	\$5,376.00
	G89	ADD: NO RF ANTENNA NEEDED	656	32	\$0.00	\$0.00	\$0.00	\$0.00
2	HAF4013A	7/800 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	656	32	\$43.00	\$31.39	\$1,376.00	\$1,004.48
3	HAE6016A	ANT LOW PROFILE 450-512 MHZ	656	32	\$120.00	\$87.60	\$3,840.00	\$2,803.20
4	H1919A	MULTIPLEXER QMA	681	32	\$250.00	\$182.50	\$8,000.00	\$5,840.00
5	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	579	151	\$6,292.00	\$4,593.16	\$950,092.00	\$693,567.16
	H38	ADD: SMARTZONE OPERATION	655	151	\$1,500.00	\$1,095.00	\$226,500.00	\$165,345.00
	Q361	ADD: P25 9600 BAUD TRUNKING	655	151	\$300.00	\$219.00	\$45,300.00	\$33,069.00
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	579	151	\$515.00	\$375.95	\$77,765.00	\$56,768.45
	QA00580	ADD: TDMA OPERATION	655	151	\$450.00	\$328.50	\$67,950.00	\$49,603.50
	QA01767	ADD: P25 LINK LAYER AUTHENTICATION	655	151	\$100.00	\$73.00	\$15,100.00	\$11,023.00
	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	655	151	\$5.00	\$3.65	\$755.00	\$551.15
	QA03399	ADD: ENHANCED DATA	656	151	\$150.00	\$109.50	\$22,650.00	\$16,534.50
	QA00631	ADD: DVRS PSU ACTIVATION	655	151	\$100.00	\$73.00	\$15,100.00	\$11,023.00
	QA07682	ADD: SMARTCONNECT	579	151	\$0.00	\$0.00	\$0.00	\$0.00
	QA09001	ADD: WIFI CAPABILITY	579	151	\$300.00	\$219.00	\$45,300.00	\$33,069.00
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	579	151	\$0.00	\$0.00	\$0.00	\$0.00

	QA02006	ENH: APX8000XE RUGGED RADIO	579	151	\$800.00	\$584.00	\$120,800.00	\$88,184.00		
	QA01427	ALT: IMPACT GREEN HOUSING	579	151	\$25.00	\$18.25	\$3,775.00	\$2,755.75		
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	430	151	\$0.00	\$0.00	\$0.00	\$0.00		
	Q58	ADD: 3Y ESSENTIAL SERVICE	185	151	\$115.00	\$115.00	\$17,365.00	\$17,365.00		
	QA05508	DEL: DELETE VHF BAND	579	151	-\$800.00	-\$584.00	-\$120,800.00	-\$88,184.00		
	QA05509	DEL: DELETE UHF BAND	579	151	-\$800.00	-\$584.00	-\$120,800.00	-\$88,184.00		
6	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	579	70	\$6,292.00	\$4,593.16	\$440,440.00	\$321,521.20		
	H38	ADD: SMARTZONE OPERATION	655	70	\$1,500.00	\$1,095.00	\$105,000.00	\$76,650.00		
	Q361	ADD: P25 9600 BAUD TRUNKING	655	70	\$300.00	\$219.00	\$21,000.00	\$15,330.00		
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	579	70	\$515.00	\$375.95	\$36,050.00	\$26,316.50		
	QA00580	ADD: TDMA OPERATION	655	70	\$450.00	\$328.50	\$31,500.00	\$22,995.00		
	QA01767	ADD: P25 LINK LAYER AUTHENTICATION	655	70	\$100.00	\$73.00	\$7,000.00	\$5,110.00		
	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	655	70	\$5.00	\$3.65	\$350.00	\$255.50		
	QA03399	ADD: ENHANCED DATA	656	70	\$150.00	\$109.50	\$10,500.00	\$7,665.00		
	QA00631	ADD: DVRS PSU ACTIVATION	655	70	\$100.00	\$73.00	\$7,000.00	\$5,110.00		
	QA09001	ADD: WIFI CAPABILITY	579	70	\$300.00	\$219.00	\$21,000.00	\$15,330.00		
	QA09007	ADD: OUT OF THE BOX WIFI PROVISIONING	579	70	\$0.00	\$0.00	\$0.00	\$0.00		
	QA02006	ENH: APX8000XE RUGGED RADIO	579	70	\$800.00	\$584.00	\$56,000.00	\$40,880.00		
	QA01427	ALT: IMPACT GREEN HOUSING	579	70	\$25.00	\$18.25	\$1,750.00	\$1,277.50		
	Q667	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	430	70	\$0.00	\$0.00	\$0.00	\$0.00		
	Q58	ADD: 3Y ESSENTIAL SERVICE	185	70	\$115.00	\$115.00	\$8,050.00	\$8,050.00		
7	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	453	221	\$193.00	\$140.89	\$42,653.00	\$31,136.69		
8	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	372	221	\$550.00	\$401.50	\$121,550.00	\$88,731.50		
9	NNTN8860A	IMPRES 2 SINGLE-UNIT CHARGER, 100-240 VAC	785	221	\$157.00	\$114.61	\$34,697.00	\$25,328.81		
Total								670 NEW APX RADIOS & ACCESSORIES	\$6,448,739.00	\$4,728,840.
Trade-in Value								ASSUMES TRADE-IN OF 663 CURRENT APX RADIOS		-\$530,400.
Customer Loyalty								BASED ON HAVING AN EXECUTABLE CONTRACT ON OR BEFORE SEPT. 15, 2021		-\$118,440.
Grand Total										\$4,080,000.



# OPTIONAL, RECURRING APPLICATIONS

Item Number	Description	Qty.	Unit	Term	Total
	SMARTCONNECT OVER WIFI	631	\$96.00	1 YEAR	\$60,576.00
TOTAL SUBSCRIPTION FEES					\$60,576.00

# APX™ FEATURE DESCRIPTION: SMARTCONNECT

## SUMMARY

Your P25 radio system is designed for excellent coverage, but there are times when you need to go beyond the boundaries of the network, without losing your vital connection. Now, SmartConnect can keep you in touch with your team even when outside of radio system coverage.

## HOW IT WORKS

When P25 is unavailable, SmartConnect automatically switches your voice channel to available broadband networks and then back again as soon as you return to P25 coverage. This effectively extends the usable service area of your radio.

APX radios can use SmartConnect when connected directly to Wi-Fi hotspots or through an in-vehicle modem LTE or satellite connection.

With no user intervention needed, the switchover is fast and seamless with audio remaining on the same talkgroup. P25 voice information is sent over broadband unchanged, so radio functionality and voice quality are maintained. The radio indicates SmartConnect is active by showing a blue bar on the display.

## SECURITY

Voice information is sent over the broadband network as P25 packets, complete with end-to-end encryption. Control signals between the radio and gateway are encrypted using TLS.

## DELIVERY

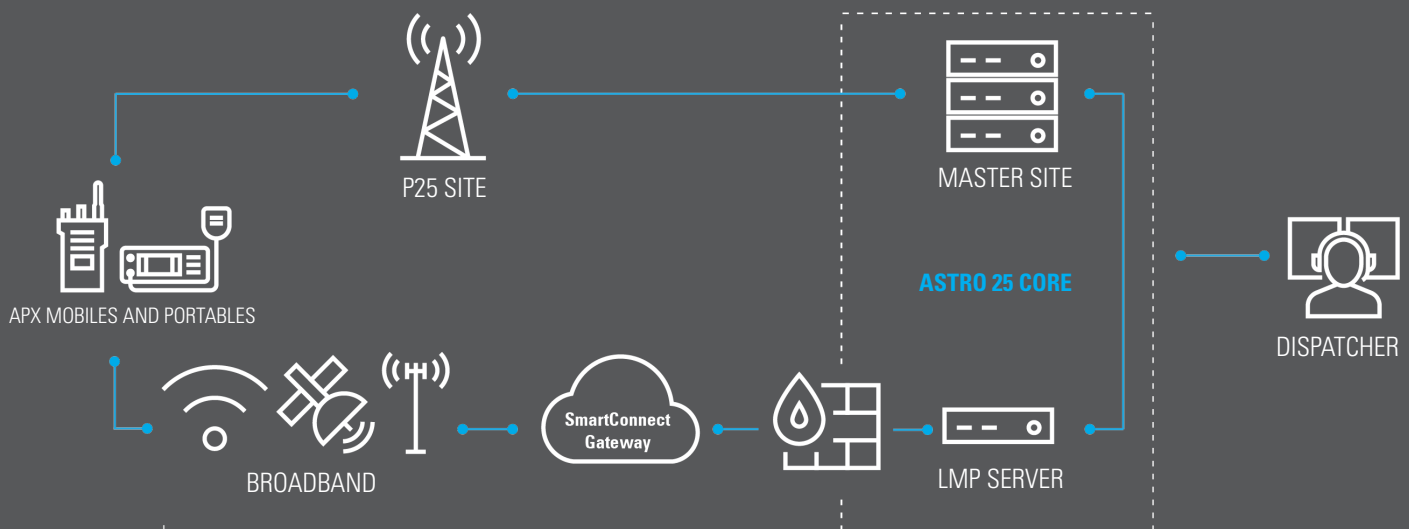
As standard, SmartConnect is purchased as a subscription service, and is charged per radio per year. Other plans are available: Please speak with your account executive.

## BENEFITS

Users stay connected to the radio network even when they are outside radio coverage

No special actions or commands are required: switchover is automatic.

There is no requirement to manage a separate set of talkgroups and configurations.





# SAMPLE USE CASES

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# FEATURES & DEPENDENCIES

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## IN-BUILDING COVERAGE

With SmartConnect, users can leverage existing Wi-Fi infrastructure to communicate from locations with limited coverage such as schools, hospitals, and malls. Stay connected wherever you have Wi-Fi service.

## REMOTE ACCESS

When outside of your P25 network, SmartConnect allows your radio to utilize in-vehicle LTE or Satellite modems to stay connected to the radio network. Go beyond the boundaries of your radio system with PTT communication through broadband connections.

## FEATURES

- Group Call Clear/Encrypted
- PTT ID
- Home Emergency Call & Alarm
- FDMA/TDMA to/from LMR system
- Radio Interrupt/Console Takeover
- Announcement Group (MultiGroup)
- Group Regrouping
- Radio Inhibit/Uninhibit
- Dynamic Regrouping
- Call Alert
- Status Update
- Radio Authentication
- Scan/Priority Monitor
- Agency Groups
- Remote Monitor

## DEADSPOT MITIGATION

As with any wireless network, coverage deadspots can occur in areas like built up cities, parking garages, or passing through hilly terrain. SmartConnect can leverage existing broadband connections to provide continuous coverage so you never lose touch with your team.

## MUTUAL AID

When neighboring agencies call on you in times of need, the mission may take you beyond your P25 service area. SmartConnect helps you stay connected to home by utilizing broadband when outside your jurisdiction.

## DEPENDENCIES

- Portable radios must be Trunking and Wi-Fi capable
- Mobile radios must be Trunking, Wi-Fi, or Data Modem Tethering capable
- The radio must be operating on a system that is configured LMR preferred
- Radios must be connected to a channel that supports SmartConnect
- ASTRO 25 Trunking System release A7.17+ with SmartConnect

## COMPATIBILITY

### PORTABLE RADIOS:

- APX 8000 series via Wi-Fi
- APX 6000 Enhanced Series (bn) via Wi-Fi

### MOBILE RADIOS:

- APX 8500 via Wi-Fi or Data Modem Tethering
- APX 6500 (bn) via Wi-Fi or Data Modem Tethering

### LTE ROUTERS VERIFIED:

- Motorola Solutions VML750
- Sierra Wireless AirLink® GX series
- Sierra Wireless AirLink MP70
- Sierra Wireless AirLink MG90

### SATELLITE MODEMS VERIFIED:

- Cobham 325



**MOTOROLA SOLUTIONS**

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# PRICING

Motorola Solutions is pleased to present the City of Hollywood with this quote for new Public Safety APX Radios for both the City's Police and Fire Rescue Departments. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your needs.

## PRICING

		Extended List Price	Extended Sale Price
<b>Total</b>		\$6,448,739.00	\$4,728,840.00
<b>Trade-in Value</b>	ASSUMES TRADE-IN OF 663 CURRENT APX RADIOS		-\$530,400.00
<b>Customer Loyalty</b>	BASED ON HAVING AN EXECUTABLE CONTRACT ON OR BEFORE SEPT. 15, 2021		-\$118,440.00
<b>Grand Total</b>			<b>\$4,080,000.00</b>

# PAYMENT SCHEDULE

This payment schedule is specific to the radio and accessory equipment. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

**1. Subscribers will be invoiced upon shipment, as shipped**

**2. Services will be invoiced upon completion and final acceptance**

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law.

We appreciate your request for proposal, and the development of this quote provided us the opportunity to evaluate your requirements and propose solutions to best fulfill the City of Hollywood's needs.

**Exhibit C**  
**“Maintenance Pricing, Service Terms and Conditions”**  
**Incorporated herein by reference**

# MAINTENANCE SERVICE

## 7 YEAR OUTLOOK AND DESCRIPTIONS

Years 1-3 already includes the 3 Years Essential Services with the radio purchase. Pricing shown here covers Local Support w/ Pick-up & Delivery and annual Preventative Maintenance check.

Years 4-7 includes Essential Services, Local Radio Support w/ Pick-up & Delivery and an annual Preventative Maintenance check

PD (417 - APX8000s)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Essential	\$ -	\$ -	\$ -	\$ 27,522.00	\$ 27,522.00	\$ 27,522.00	\$ 27,522.00
LRS w/ P&D	\$45,036.00	\$45,036.00	\$45,036.00	\$45,036.00	\$45,036.00	\$45,036.00	\$45,036.00
PM	\$27,522.00	\$27,522.00	\$27,522.00	\$27,522.00	\$27,522.00	\$27,522.00	\$27,522.00
<b>Total</b>	<b>\$ 72,558.00</b>	<b>\$ 72,558.00</b>	<b>\$ 72,558.00</b>	<b>\$ 100,080.00</b>	<b>\$ 100,080.00</b>	<b>\$ 100,080.00</b>	<b>\$ 100,080.00</b>

FD (221 - APX8000s, 32 - APX8500s)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Essential	\$ -	\$ -	\$ -	\$ 17,811.60	\$ 17,811.60	\$ 17,811.60	\$ 17,811.60
LRS w/ P&D	\$ 27,324.00	\$ 27,324.00	\$ 27,324.00	\$ 27,324.00	\$ 27,324.00	\$ 27,324.00	\$ 27,324.00
PM	\$ 16,954.00	\$ 16,954.00	\$ 16,954.00	\$ 16,954.00	\$ 16,954.00	\$ 16,954.00	\$ 16,954.00
<b>Total</b>	<b>\$ 44,278.00</b>	<b>\$ 44,278.00</b>	<b>\$ 44,278.00</b>	<b>\$ 62,089.60</b>	<b>\$ 62,089.60</b>	<b>\$ 62,089.60</b>	<b>\$ 62,089.60</b>

<b>Grand Total</b>	<b>\$ 116,836.00</b>	<b>\$ 116,836.00</b>	<b>\$ 116,836.00</b>	<b>\$ 162,169.60</b>	<b>\$ 162,169.60</b>	<b>\$ 162,169.60</b>	<b>\$ 162,169.60</b>
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**LRS w/ P&D : Local Radio Support with Pick Up and Delivery**

**PM: Preventative Maintenance**

**NOTE: Currently Hollywood has Local Support with Pick-up & Delivery, and elects to do their own Preventative Maintenance. In both charts, the PM portion accounts for \$66/portable radio/year and \$74/mobile radios/year**

## • Essential Service

Essential Service provides component level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC) or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Essential Service includes service on standard mobile palm microphones and single mobile control head. Additional mobile control heads are covered only with purchase of the applicable service option.

Radio Repair excludes repairs to: optional accessories; non-standard mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. New Equipment purchases will only be added upon Customer request.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

### **Motorola has the following responsibilities:**

- Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- Pay the outbound freight charges. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- Provide Customer with the Motorola repair request form and Inventory Adjustment Form (IAF).
- Perform covered services as requested by Customer on the Motorola repair request form.
- Process inventory adjustment requests received by email from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- If applicable, notify Customer of changes in Motorola designated inventory adjustment email address.

### **Customer has the following Responsibilities:**

- Supply Motorola complete and accurate serial numbers and model description.
- Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.
- Initiate service request via Motorola Online or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- If desired, supply Motorola with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.

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<ul style="list-style-type: none"><li>• <b>Local Radio Support with On-site Pick &amp; Delivery</b></li></ul>
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Local Radio Support provides an operational check of Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects. Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Support service unless they are purchased as an option for an additional fee: Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

**Motorola has the following responsibilities:**

- Service to be performed at the Servicer facility during Standard Business Days.
- Perform an operational check on Equipment to determine the nature of the problem.
- Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.
- Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- Generate service receipt and leave with Customer.

**Customer has the following responsibilities:**

- Deliver and pick up Equipment to/from the Servicer facility.
- Inform Servicer of description of problem for Equipment brought in for service.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.
- Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- Provide problem description along with Equipment.

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<ul style="list-style-type: none"><li>• <b>Subscriber Preventative Maintenance</b></li></ul>
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Subscriber Preventative Maintenance (PM) provides for an annual operational test and alignment to ensure the customer's equipment meets and continues to meet the manufacturer's specification. This service is only provided on subscriber equipment specifically named in the agreement to which this Statement of Work is attached. The PM inspection does include any hardware repair that may be identified during the Preventative Maintenance check.

**Motorola has the following responsibilities:**

The following service will be provided during the PM process, if applicable:

- Physically inspect the equipment.
- Remove any dust internally from the equipment.
- Replace required seals if applicable, reassemble unit and test.
- Measure, record, align and adjust the following applicable equipment parameters outlined by the manufacturer.
  - Receive frequency
  - Transmit frequency
  - Transmit frequency error
  - Deviation
  - Transmit power
  - Receive sensitivity
  - Audio output levels
  - Vacuum test performed on ruggedized radios
- Perform an operational check on the equipment, and restore the equipment to Motorola factory specifications.
- Clean external housing of the equipment.

**Customer has the following Responsibilities:**

- Coordinate and schedule with the Motorola Service Shop the PM checks for large quantities of radios needing the PM check completed.
- Schedule the PM check on an annual basis with the Motorola to ensure the radio continues to meet Motorola manufacturer specifications.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to perform the Preventative Maintenance service to customer.



## **Service Terms and Conditions**

Motorola Solutions, Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support, and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

### **Section 4      SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:00 a.m. to 5:00 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

## **Section 7 CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

## **Section 8 PAYMENT**

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed annually, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. City is exempt from taxation. City will provide Motorola with its Certificate of Exemption upon request.

## **Section 9 WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-

perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 10      DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

## **Section 11      LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement.

## **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

## **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. To the extent permitted by law, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain

Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. To the extent permitted by law, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15 COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

#### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property caused by Customer's negligence, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17 GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement, with prior written notice and consent of customer, which consent shall not be unreasonably withheld.

17.6. This agreement shall be for a term of (7) years. Customer's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission and as set forth in the City's Code of Ordinances.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.

17.8 The City may terminate this Service Agreement or remove partial equipment and or services for its convenience, by providing Motorola a minimum 30 day advance written notice.

#### 17.9 INSURANCE

Within a reasonable time after full execution of this Agreement, Motorola agrees to provide Customer with a certificate of insurance evidencing the following insurance:

General Liability - \$1,000,000 per occurrence and in the aggregate;

Automobile Liability - \$1,000,000 CSL per accident

Workers' Compensation – Statutory

Professional Liability- \$1,000,000 per claim and in the aggregate.

The Customer will be included as an additional insured for General Liability and Automobile Liability coverages.