

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT  
TRACKING NO.

## GENERAL INFORMATION

Requesting Department: Tech Services

Contact Person: Tonya Wood

Telephone: (904) 530-6057 Fax: ( ) Email: twood@nassaucountyfl.com

## CONTRACTOR INFORMATION

Name: Motorola Solutions Inc

Address: 500 W Monroe Street Chicago IL 60661  
City State Zip

Contractor's Administrator Name: Marie Ventura Title: Senior Account Manager

Telephone: (386) 268-0314 Fax: ( ) Email: Marie.Ventura@MotorolaSolutions.com

### IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Daniel Sanchez, Uygur Gazioglu

Authorized Signatory Email: Daniel.sanchez@motorolasolutions.com,  
Uygur.gazioglu@motorolasolutions.com

## CONTRACT INFORMATION

Contract Name: Public Safety Radio System Maintenance and Replacement Plan

Description: Upgrade of public safety radio system and radio devices

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$5,948,123.00 plus finance interest of \$551,515.70 for a total of \$6,499,638.70

APPROXIMATE IF NECESSARY

Source of Funds: ☒ County ☐ State ☐ Federal ☒ Other General Account: TBD

Authorized Signatory: Jeff Gray

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 12/16/2022 to: 12/15/2032 Termination/Cancellation:       

Status: ☒ New ☐ Renew ☐ Amend# ☐ WA/Task Order ☐ Supplemental Agreement

How Procured: ☐ Exemption ☐ Sole Source ☐ Single Source ☐ ITB ☐ RFP ☐ RFQ ☒ Coop  
☐ Piggyback ☐ Quotes ☐ Other       

## If Processing an Amendment:

Contract #:        Increased Amount to Existing Contract:       

New Contract Dates:        Total or Amended Amount:       

*Continued on next page*

**CHECKLIST***Review/Complete before sending contract for final signature*

<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Derrick D. Lindsay 12/7/2022  
Department Head/Contract Manager Date
2. Sanjay K. Mohan 12/7/2022  
Procurement Date
3. Chris Lacambra 12/7/2022  
Office of Mgmt & Budget Date
4. Denise C. May 12/7/2022  
County Attorney Date

12/7/2022

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. \_\_\_\_\_  
County Commissioner Date



**MOTOROLA SOLUTIONS**

**Firm Priced Proposal**

**Nassau County Board of County Commissioners**

## **Public Safety Communications Redundancy and Radio Replacement**

November 21, 2022

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000133625



Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781  
USA

November 21, 2022

Marshall Eyerman  
Assistant County Manager  
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS  
96135 Nassau Place, Suite 1  
Yulee, FL 32097

RE: Public Safety Communications Redundancy and Radio Replacement

Dear Marshall,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide Nassau County's First Responders with radio system redundancy and new radio devices. Both of these technologies were not available in 2005 when your system was purchased. The system redundancy offered is achieved by the addition of a proposed geographically redundant prime site and upgrading your existing Prime Site to a virtual environment. The new devices are the APX NEXT™ and APX N70™ technology, combining LMR and LTE for the first time, protecting your citizens and first responders with the best new and emerging technology for voice and data. Both advancements are life-saving technology that will continue to change the way your first responders operate for years to come.

Our design includes:

- A geographically redundant prime site to be located at the Callahan simulcast remote site.
- Upgrade of the current simulcast Prime site at Yulee to our virtual server hardware platform.
- APX NEXT and APX N70 radios for the Sheriff's Office and Emergency Management and APX subscribers for all other agencies, to upgrade and modernize your existing fleet of 800MHz radios purchased in 2014. *Nassau County's existing radio fleet, the APX AN platform, was introduced in 2008, End of Life announced in 2018 and End of Factory Support in 2023.*
- APX Device Management and RadioCentral® for device warranty, accidental damage, and fleet provisioning.
- APX NEXT SMART Applications for location, voice, mapping, and programming of the APX NEXT and APX N70 radios.
- CommandCentral Aware® Mapping for a web based common operating picture to enhance collaboration and decision-making. You can view all your first responder's location-based data together, on a single map display for the APX NEXT and APX N70s.

In response to your inquiry concerning alternate sourcing for the public safety enterprise network described above, these products are distributed to the end user exclusively through Motorola's direct sales force. These products are not available through the Motorola dealer/reseller network.

This proposal consists of this cover letter and the Communications and Systems Services Agreement (CSAA), together with its Exhibits, and Sample Installment Payment Agreement. Nassau County Board



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Motorola Solutions, Inc.  
500 W Monroe Street, Ste 4400  
Chicago, IL 60661-3781  
USA

of County Commissioners may accept the proposal, which remains valid until December 16, 2022 by delivering to Motorola the executed documents attached. We look forward to your positive review of our proposal, subsequent discussions, and helping Nassau County achieve your communication goals and objectives. Any questions can be directed to your Motorola Account Executive, Marie Ventura, Senior Account Manager, at 386-268-0314.

Sincerely,

Daniel Sanchez

A handwritten signature in black ink, appearing to read 'Daniel Sanchez', with a stylized, cursive script.

MSSSI Vice President  
Government & Public Safety  
Florida Government Market

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## Section 1

# Solution Description

The following subsections describe each of the proposed solutions.

## 1.1 APX Radio Solution Overview

Motorola Solutions' proposed mission-critical voice and data solution will modernize Nassau County's operations with a technology-driven approach to public safety. Our solution offers an interconnected suite that drives faster and more proactive response for better results in the suppression and prevention of crime, while allowing for real-time collaboration with other agencies and organizations. Our proposed solution will enhance system capacity and spectrum management and equip Nassau County's first responders with APX Next, APX N70, APX 8000XE, APX 900 portable radios and the APX 8500, APX 6500, APX 1500 mobile radios to stay informed and keep your community safe.

Agencies can take advantage of APX NEXT and APX N70's revolutionary application services. These future-ready capabilities enhance Nassau's experience with access to immediate, actionable intelligence and location data. For agencies that do not need these applications, we are proposing our APX 8000XE and APX900 portable radios to offer proven, two-way communications. Together, the proposed APX NEXT, APX N70 and non-LTE enabled APX fleet will put Nassau County on the cutting edge of combined broadband and LMR public safety communications technology.

To provide additional value to Nassau County's public safety personnel, our proposed solution also includes CommandCentral Aware Mapping. When combined with the APX NEXT and APX N70 broadband data capability, this comprehensive solution will unify and simplify the County's operations, empower field personnel and support staff with advanced tools for highly informed decision-making, and enable your personnel; to collaborate with other agencies to reduce crime and protect your citizens.

The sections below outline our complete vision for Nassau County's public safety communications with future-ready hardware and software. We have included descriptions of our APX portable and mobile radios, and CommandCentral Aware software integration.

### 1.1.1 APX N70 Portable Radios

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

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

- **Mission-Critical Audio** - For first responders in mission-critical situations, the APX N70 offers high dynamic range microphones and an adaptive sound engine that minimizes background noise and promotes clarity, amplifying intelligible voice communication between first responders.
- **Essential and Secure P25 Communications** -The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.
- **Reliable Connectivity** - Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.



### 1.1.2 APX NEXT Radios

APX NEXT and APX NEXT XE are Motorola Solutions' next-generation P25 platforms purpose-built for first responders to access and act on information while maintaining their focus in critical situations. With natural and accessible touch interface, best-in-class audio optimized for high-noise environments, and extended coverage through broadband connectivity, APX NEXT and APX NEXT XE deliver actionable intelligence to the point of engagement for personnel to stay connected and in control, wherever the mission takes them. In addition, APX NEXT XE delivers all of this in a form factor designed for extreme environments.

Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT brings future-ready applications, services, and best-in-class connectivity to the field and control room. The APX NEXT platform's cloud-based provisioning system will allow your agency to quickly procure, provision, and update the APX NEXT fleet, reducing the downtime needed to get devices into the field and saving your support staff valuable time.

Key benefits and advanced capabilities of the APX NEXT device include the following:

- **SmartTouch Experience** – Easier operation with a redefined touch UI, centered around a new 3.6" impact resistant touch display and shallow menu hierarchy that offer



more information at a glance and quicker engagement with critical applications. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps your users find the information they need without pause or distraction.

- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by our APX platform radios.
- **Interoperability** – Supports all public safety frequency bands (7/800 MHz, VHF, UHF) for full interoperability across radio systems with minimal intervention by the radio user.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote updates, and streamlined management for support staff, delivering greater awareness of your APX NEXT fleet. Using Motorola Solutions' cloud-based RadioCentral (RC) programming, APX NEXT supports faster provisioning and deployment to get devices in the hands of responders and out into the field.

Across all aspects of the radio experience — deployment, operation, maintenance, and evolution — APX NEXT brings critical advancements to usability and performance. This platform brings streamlined interfaces, accelerated workflows, and mission-critical reliability to your agency's operation, while the focus that responders, dispatchers, and technicians need to stay safe and effective is protected.

#### 1.1.2.1 Xtreme Voice Remote Speaker Microphone (XV RSM)

The Xtreme Voice Remote Speaker Microphone is the next generation mission-critical RSM designed to deliver the clearest and loudest audio communications. The XV RSM is equipped with Motorola Solution's latest technology, including sophisticated noise-reduction techniques, in a sleek, compact package. Instantly access ViQi, your virtual AI assistant, to change radio channels and receive critical information. Create functional short cuts with 3 configurable buttons that are protected against accidental activation.

Built as a system, the XV RSM and the APX NEXT radio strengthen the most important thread of your lifeline: ultra-clear voice communications. Therefore, no matter where you are or how you speak, you can be confident that, for every message, you'll hear and be heard clearly.

Key benefits of the XV RSM include:

- **Loudest, Clearest Speaker**—Engineered for clearer and cleaner speech, the speaker cuts through typical first responder scene sirens and turmoil to deliver critical communications so you can hear and understand. Even in stressful situations that lead to shouting, your officers will transmit more intelligible speech.
- **Four Digital Microphones with new Adaptive Noise Suppression**—Four digital microphones feed into sophisticated algorithms which track your voice and filter out the surrounding noise for superior clarity. The mics are arranged for all-round coverage, so the technology is effective from every direction.



- **Enhanced Windporting**—In order to reduce the roar of wind noise, the RSM housing has been engineered to direct airflow away from those sensitive microphones.
- **Dedicated ViQi Button**—The dedicated ViQi button on your XV RSM allows you to operate ViQi from your shoulder.

### 1.1.3 APX NEXT XE Radios

APX NEXT XE is Motorola Solutions' next-generation P25 radio built for firefighters and fire personnel to access and act on critical information while maintaining their focus in emergencies. With a natural and accessible touch interface, audio optimized for high-noise environments, and extended coverage through broadband connectivity, APX NEXT XE delivers actionable intelligence to the point of engagement. This lifeline supports users in the moments that matter and keeps people connected wherever the mission takes them, especially in high-stress situations and extreme environments.

Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS features, the APX NEXT XE brings future-ready applications, services, and best-in-class connectivity to extreme users. The cloud-based provisioning system will allow your agency to quickly procure, provision, and update your APX NEXT XE fleet, reducing the downtime needed to get devices into the field. This streamlined ownership experience saves support staff valuable time and keeps them focused on key tasks.



APX NEXT XE provides the following advanced features and fire-focused capabilities:

- **Smart Touch** – Easier operation with an intuitive touch UI, usable with gloves up to 4mm thick. The APX NEXT XE user experience is centered around a 3.6" impact resistant touch display and shallow menu hierarchy that offer more information at a glance and quicker engagement with critical applications. This clean visual layout increases the usability of the APX NEXT XE radio and helps your users find the information they need without pause or distraction.
- **Rugged, Ergonomic Design** – Increased durability with an alloy frame and internal shock-absorbing structures. The exaggerated T-Grip ergonomic design, full color top display, and larger tactile knobs support efficient use in emergency situations while wearing gloves. Patented touch technology helps with gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX NEXT XE is rated IP68, UL Div 2, and meets the same MIL standards for ruggedization achieved by our APX radios.
- **Interoperability** – Supports all public safety frequency bands (7/800 MHz, VHF, UHF) for full interoperability across radio systems with minimal intervention by the radio user.
- **Fleet Management** – Quick radio provisioning, remote updates, and streamlined management for fire personnel, delivering greater awareness of the entire APX NEXT XE fleet. Using Motorola Solutions' cloud-based RadioCentral Programming, APX NEXT XE supports faster provisioning and deployment to get devices in the hands of responders and out into the field.

Across all aspects of the radio experience—deployment, operation, maintenance, and ownership—APX NEXT XE advances usability and performance in demanding situations. This extreme device brings streamlined interfaces, easy access, and mission critical reliability to your agency's fire operation, while protecting the focus that fire personnel need to stay safe and effective.

### 1.1.4 Evolving with Application Services

A host of application services will enhance the APX NEXT and APX N70 device's capabilities in the following ways:

- Better coverage through automatic switching between LMR and broadband connectivity via SmartConnect.
- Accurate location data over a broadband network for more informed decision making via SmartLocate.
- Immediate software and security updates in the field using high-speed bandwidth and extended coverage of LTE networks via SmartProgramming.
- Precise and accessible location information for field users on a modernized map interface via SmartMapping.

### 1.1.5 Managing and Provisioning Devices

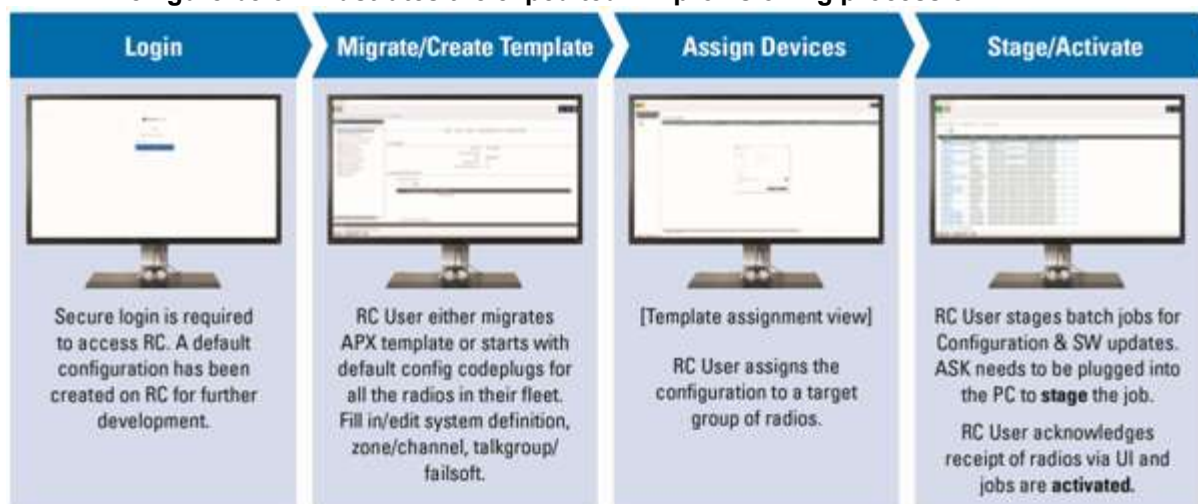
APX NEXT and APX N70 delivers greater awareness and faster management of radio fleets with optimized provisioning, networking, and monitoring tools that transform accurate data into smarter action. These features enable dispatchers and network managers to make more informed operational decisions, keep radios in the field, and, above all, protect first responders' focus and safety.

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

Using Motorola Solutions' cloud-based RadioCentral (RC) programming, APX NEXT and APX N70 supports faster provisioning and deployment to get devices in the hands of responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. Access to RadioCentral is provided through the Device Management Service package.



The figure below illustrates the expedited RC provisioning process of APX NEXT.



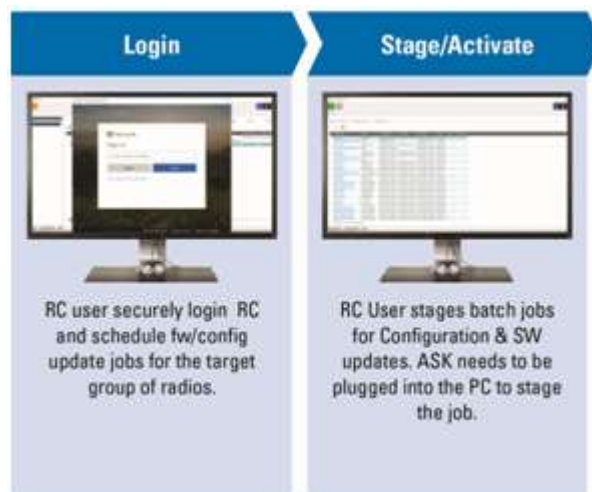
**APX NEXT Provisioning Process via RadioCentral**

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

### 1.1.6 Evolving with Updates and Upgrades

APX NEXT and APX N70 is a future-ready platform that will evolve alongside users through updates and upgrades, delivering expanded mission-critical capabilities while keeping personnel in the field where they are needed. To this end, APX NEXT and APX N70 eliminates the extended downtime and shop visits often associated with device upgrades; now, software patches can be automatically installed regardless of geographic location over a broadband connection, or, if proposed, immediately pushed to the field over LTE with Motorola Solutions’ SmartProgramming service.

This streamlined process eliminates bottlenecks in the upgrade process and delivers important new features into users’ hands. Firmware upgrades will also fit more seamlessly into workflows to avoid unnecessary disruptions. The figure below illustrates how feature updates are easily deployed to the entire radio fleet.



### Typical Firmware and Configuration Update Process via RadioCentral

If a situation occurs where users do not have the time for an update, those updates can be delayed through a prompt until the next power cycle. This puts personnel directly in control of when updates work best for responders, especially in the chaotic environment of public safety. A snapshot of the APX NEXT device with “Install Update” prompt is shown below.

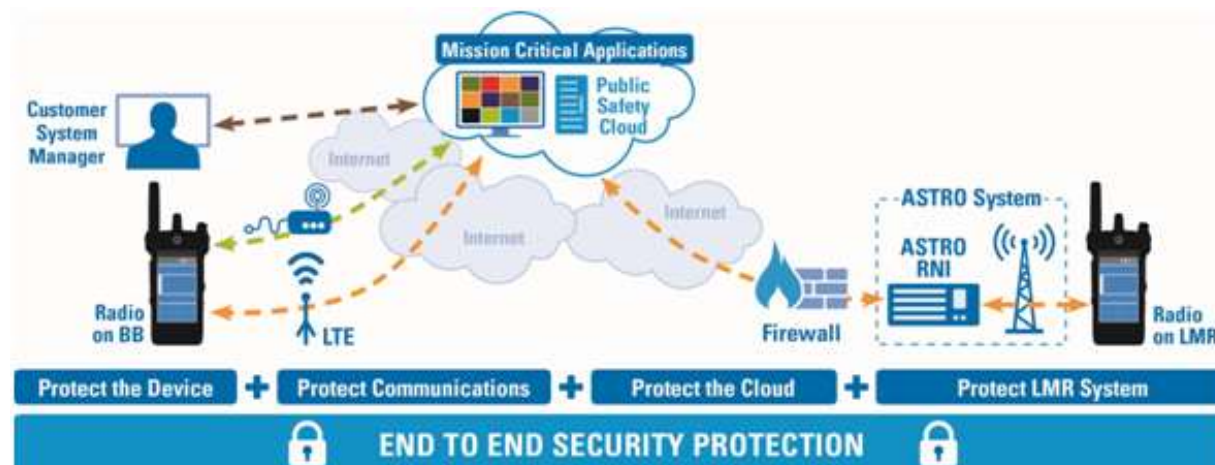


### APX NEXT In-Field Update on the Device

## 1.1.7 Securing Communications

APX NEXT and APX N70 use Motorola Solutions' hardened End-to-End security to protect communications and allow only authorized units in the system to listen to transmissions. End-to-End security provides seamless protection from the device and data in transit to the cloud and the LMR system.

This solution ensures each component in the system is designed and validated against ongoing threat assessments to ensure vulnerabilities are detected and remedied, while potential new vulnerabilities will be addressed with seamless security updates. This offers transparent, real-time protection and keeps critical information and infrastructure safe.

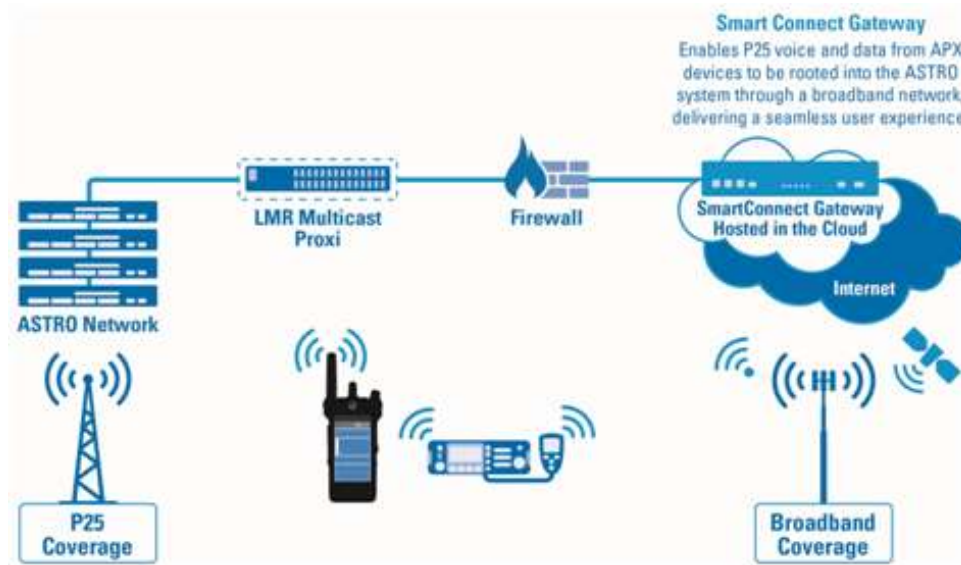


**Motorola Solutions' End-to-End Security Solution**

### 1.1.8 SmartConnect Application Service

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. Leveraging APX NEXT / APX N70 and supported devices, SmartConnect keeps users connected and maintains critical LMR features through a broadband connection. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.





**APX NEXT Network Elements of SmartConnect**

SmartConnect allows users to retain most P25 radio features when out of range of LMR, including the following:

- Agency Groups.
- Dynamic Regrouping.
- Call Alert.
- Emergency Call & Alarm.
- FDMA/TDMA to/from LMR System.
- Group Call Clear/Encrypted.
- Group Regrouping.
- Multigroup.
- PTT ID.
- Priority Monitor Scan.
- Radio Authentication.
- Radio Check.
- Radio Inhibit/Uninhibit.
- Radio Interrupt/Console Takeover.
- Status Update.
- ViQi Virtual Partner via LMR network.

The SmartConnect Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

### 1.1.9 SmartLocate Application Service

The APX NEXT SmartLocate application sends accurate GPS location information of field personnel over a broadband network, enabling dispatchers to track units more frequently and improve resource

deployment. With Dynamic Mode, SmartLocate can dynamically switch from LTE to P25 to continue sending location reports, without requiring the user to change inputs. This fallback capability provides an extra layer of reliability and enhances location tracking to build an effective operating picture as situations evolve. The use of broadband increases the frequency of location reporting beyond an LMR system to allow for a higher number of users without LMR infrastructure capacity limitations.

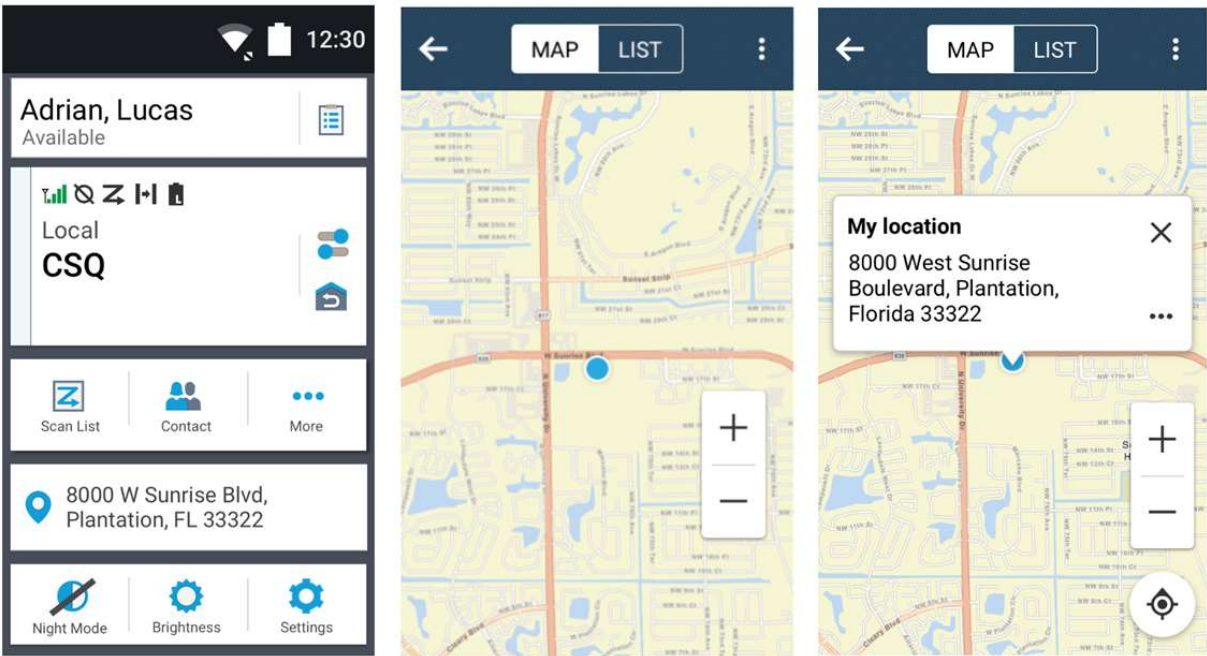
SmartLocate also enhances location information accuracy using nearby cell-towers and WiFi access points. This leads to more accurate APX NEXT or APX N70 radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

SmartLocate is seamlessly integrated with CommandCentral Aware and features location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

The SmartLocate Application Service is proposed as a subscription-based model that optimizes budget and scales to meet evolving needs. SmartLocate provides enhanced capabilities to existing CommandCentral Aware application investments. Access to CommandCentral Aware is not included with the SmartLocate subscription. Dynamic Mode requires IMW and a cloud connector on the P25 system.

1.1.10 SmartMapping Application Service

The SmartMapping application provides precise and accessible location information for field users on APX NEXT or APX N70’s modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT home screen to best support users wherever the mission takes them.



SmartMapping Widget, Map View, and Location Pop-Up Display (Left to Right)

SmartMapping also provides the following capabilities for APX NEXT users:

Solution Description



- Search for specific agency users to communicate with by using accessible, on-screen navigation and search tools.
- Select map layers to get a different view of an area, including Street View, Terrain, or Satellite Image.
- Adapt to changing agency needs as new integrations and capabilities are introduced into the SmartMapping application.

### 1.1.11 SmartProgramming Application Service

Leveraging Device Managed Services (DMS) and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT and APX N70 devices no longer need to be tied to a computer via USB cable, limited to Wi-Fi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT or APX N70 device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

The SmartProgramming Application Service is proposed as a subscription-based model to optimize budget and scale to meet evolving needs.

## 1.2 Starter Package for CommandCentral Aware Solution Description

### 1.2.1 Overview

Motorola Solutions' Starter Package for CommandCentral Aware provides a host of mapping and location capabilities. CommandCentral Aware combines disparate systems and data into an accessible interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This unified interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

The APX Next Starter Package includes three named users for one year.

### 1.2.2 SmartLocate

The SmartLocate feature provides dispatchers with accurate location data of the APX NEXT or APX N70 over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

### 1.2.3 Geographic Information System (GIS) Data Set

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries. These queries inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. This geospatial processing enables intelligence-driven analysis and focuses on the concentrated area of concern.

Data sets can be used in the following ways:

- Refine displayed data based on the geographic area defined per user (by Area, Beat, Sector, Precinct, Zone, or Quadrant).
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

### 1.2.4 AccuWeather

The starter package includes integration with AccuWeather to provide customized weather-driven services, including site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather provides the following:

- Location key for your desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

Associate related data from disparate systems to get a full view of an incident or hot-list hit/alarm occurrence via the Correlation Engine. Display nearby video sources based on the LPR hot-list hit/alarm, sensor alarms, and provided third-party data alerts.

Enforce parking with digital tire chalking for enforcement of time-limits and residential, university semester, employee, short-term, and shared permits.

Support law enforcement and city surveillance with live data transmission between vehicles and the back office, and back office data mining and geo-fencing.

## 1.3 Non-LTE Enabled APX Radios

With a rugged, easy-to-operate form factor and advanced voice and data features, Motorola Solutions' IP-enabled APX radios offer reliable, two-way communications for Nassau County's users in any type of environment. 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 has been designed with its 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 progressive 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, Project 25 conventional, and Project 25 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 2- 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 Nassau County's users to stay focused on other critical tasks instead of getting distracted or interrupted with continued emergencies.

## Data Modem Tethering over Wi-Fi

This feature allows Nassau County'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 Wi-Fi capable portable radios.

## APX Instant Recall

The Instant Recall feature allows Nassau County'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.

## Radio Inhibit Over ISSI 8000

Radio Inhibit Over ISSI 8000 helps mitigate the potential security risks of important communications falling into the wrong hands. This feature allows users to deactivate lost or stolen radios that have roamed outside Nassau County's system through the ISSI interface, giving Nassau County's greater control of user radios.

### 1.3.1 APX 8000XE Portable Radio

The APX 8000XE is Motorola Solutions' first all-band P25 portable radio, created specifically for mission-critical first responders who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers multi-band interoperability, with the clearest and loudest audio on the market as well as seamless Wi-Fi connectivity. With four RF bands and multi-mode system access, the APX 8000XE enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. The APX 8000XE offers backward and forward compatibility (FDMA and TDMA) and integrated GPS for outdoor location tracking. Designed with mission-critical technology, the APX 8000XE amplifies the public safety official's ability to keep the community safer than ever before.



With four RF bands and multi-mode system access, the APX 8000XE knows no limits when it comes to interoperability. With Wi-Fi access, the APX 8000XE can quickly receive new codeplugins, firmware, and software features in order to redeploy the radio fleet with ease as users continue talking without interruption.

Intuitively designed with a familiar look and feel, the compact APX 8000XE is always comfortable to use, while the Adaptive Audio Engine and ultra-loud speaker bring clarity into every conversation. Some of the standard features and benefits of the APX 8000XE are identified below:

- **All-Band Interoperability** – The APX 8000XE offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Enhanced Efficiency and Safety through the Seamless Integration of Voice and Data Capabilities** – Incorporating Wi-Fi, IV&D, and P25 data connectivity in one radio enables simultaneous voice and data radio transmission. Management and configuration of each radio becomes transparent, with new software or data upgrades occurring while the user continues to communicate via voice over the radio, resulting in no “shut-down” times. Mission Critical Wireless Bluetooth allows the radio to connect quickly and securely with remote speaker microphones, surveillance kits, and the LEX L10 Mission-Critical LTE Handheld for remote radio control. Off-the-shelf Bluetooth audio and data accessories are also supported on all APX 8000XE radios.
- **Hear and be Heard More Clearly** – First responders and other critical personnel must be able to communicate and coordinate their actions even in chaotic, high-noise environments. An adaptive audio engine and ultra-loud speaker enable the radio to automatically adjust to

consistently produce the loudest and clearest audio in any environment. Adaptive dual-sided operation uses beam-forming technology to allow the radio user to speak into either side of the radio. Adaptive noise suppression adjusts the audio algorithm to cancel out the background noise as it changes in the radio user's environment. Adaptive speaker equalization automatically adjusts the 3 Watt loudspeaker settings based on volume selection to optimize sound for the talker's authenticity and speech intelligibility at low or high volumes. Adaptive Windporting engages a third microphone to cancel out wind noise.

- **Advanced Ergonomics for Extreme Conditions** – The APX 8000XE design has been enhanced to make the radio easier to grip, hold, and control in harsh conditions. Glove-friendly controls, including well-spaced knobs, larger buttons, and a shielded push-to-talk button facilitate easier operation of critical features, while eliminating their unintentional activation. Enlarged screens are easier for users to read in dark or low- light conditions.
- **Rugged, Robust, and Reliable Design Features** – The APX 8000XE portable radio is ready for unpredictable environments by incorporating the most durable features to ensure radio functionality. Water-Tight Seal protects the radio's interior from water intrusion, even if the outer housing is breached, with a shock- absorbing aluminum alloy endoskeleton. The IP 68 standard rating ensures that the APX 8000XE can withstand 2 meters of water submersion for 2 hours. Drop-Resistant Dual Battery Latch protects the radio from resetting, powering off, or ejecting the battery upon impact from being dropped. Tempered Glass Display protects the radio's color display user interface from scratches, impact, and pressure.
- **Secure Communications** – The APX 8000XE is designed to secure and protect voice and data information from unwanted intruders. Multiple Hardware Encryption Algorithms (ex: AES, DES, ADP with up to 128 keys) ensure that sensitive information stays protected from scanners and eavesdroppers. P25 Radio Authentication ensures that only valid users can access the system and all sensitive information. Two-Factor Authentication allows users to securely log in to query databases.

### 1.3.2 APX 900 Portable Radio

The APX 900 offers affordable, entry-level communications for Nassau County users, without compromising P25 interoperability or voice and data quality. With Bluetooth Low Energy (LE) 4.0, the APX 900 gives users wireless freedom and the “always-on” convenience of pairing to the radio without draining the battery.

The APX 900 features a ruggedized build for reliable, everyday efficiency in all types of environments. The two-knob design makes operation easy and efficient.



- **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of Nassau County users through various data applications (Including Integrated GPS, Single-Key ADP Encryption, and Text Messaging).
- **Smart Interoperability** – The APX 900 is certified compliant with the P25 standard, ensuring a smart, scalable investment. Bluetooth 4.0 (LE) capabilities give Nassau County freedom to use the radio without being wired to it.
- **Device Management Services** – Nassau County can manage operations with support. Motorola Solutions offers three levels of service packages.



- With **Essential Services**, Motorola Solutions' qualified technicians perform initial radio provisioning, programming, and preventive maintenance to get users up and running fast.
- With **Advanced Services**, Nassau County can rely on technical support to troubleshoot problems and resolve issues, ensuring consistent performance every day.
- With **Premier Services**, Nassau County can transfer APX two-way radio operations to Motorola Solutions' managed services professionals who are focused on maximizing performance.

### 1.3.3 APX 8500 Enhanced Mobile Radio Solution

The APX 8500 is Motorola Solutions' first all- band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across all frequency bands using the same device. It is a 4-in-1 radio that offers four RF bands and multi-mode system access. The APX 8500 enables radio users to communicate across 700 MHz, 800MHz, VHF and UHF Bands 1 and 2. Designed with mission- critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



With four RF bands and multi-mode system access, the APX 8500 knows no limits when it comes to interoperability. Some of its standard features and benefits are identified below:

- **All-Band Interoperability** – The APX 8500 offers four-band multi-mode interoperability with systems in 700 MHz, 800 MHz, VHF, and UHF frequency bands.
- **Multiple Control Head Options** – The APX 8500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 8500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunnion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The APX 8500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

### 1.3.4 APX 6500 Enhanced Mobile Radio Solution

Motorola Solutions' APX 6500 Enhanced mobile radio offers a flexible, mission-critical platform that brings reliable communications anywhere Nassau County's operation requires. With a lighter and more compact form factor that works within a variety of vehicle ecosystems, the APX 6500 Enhanced supports multiple configuration options and advanced safety applications directly from the field, such as ViQi Virtual Partner, SmartConnect, and GPS location tracking. These features allow field personnel to stay in command of an incident and respond safely and efficiently with updated intelligence.



The APX 6500 Enhanced mobile is built to evolve alongside Nassau County's personnel as new features and functionalities become available and operational needs change. This includes Wi-Fi support and connection to LTE routers for faster software updates.

The APX 6500 Enhanced mobile radio offers the following key benefits:

- **Easy Installation** – Streamlines installation and reduces cost with a smaller footprint and, if necessary, the reuse of trunnions.
- **SmartConnect Integration** – Offers automatic switchover to Wi-Fi (with configuration to Wi-Fi hotspot and an LTE router in the vehicle) when out of range of LMR coverage. This SmartConnect integration extends public safety communications over carrier networks when in areas such as remote areas and municipalities.
- **ViQi Virtual Partner Integration** – Provides vital public safety information via voice using this cloud-based service. With a single button press and simple audio prompt, personnel can use natural language to run a license plate or driver's license, and search for vehicles with matching vehicle identification numbers from the field without disruption. ViQi Virtual Partner is accessed with the keypad microphone or O3 control head via a programmable button, if applicable.
- **CommandCentral Integration** – Integrates CommandCentral Aware suite capabilities, such as Impact Detection, to trigger an alert in the event of a vehicle crash and allow dispatch personnel to respond immediately as new developments occur.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, VHF, UHF R1 frequency bands, and compatible with P25 Phase 1 and Phase 2 infrastructure.
- **Multiple Control Head Options** – Supports flexible configuration based on specific needs, with multiple control head options and different wired locations. The APX 6500 Enhanced mobile is compatible with the O2, O3, O5, and O7 control heads, as well as the E5 control head.

The APX 6500 Enhanced mobile is also compatible with the following advanced features and data applications: AES/DES Encryption, Programming over Project 25 (POP25), Text Messaging Over-the-Air Rekeying (OTAR), 12 character RF ID asset tracking, Dual Radio capabilities, Tactical OTAR, and motorcycle mounting capabilities.

### 1.3.5 APX 1500 Enhanced Mobile Radio Solution

Motorola Solutions' APX 1500 Enhanced mobile radio is a budget-friendly, P25 Phase 1 and Phase 2 solution that provides seamless interoperability and extends the range of communications to keep public safety personnel connected wherever the mission takes them. With ruggedized construction and easy installation, the APX 1500 Enhanced is designed for users who require reliable P25 functionality in a durable, compact, and cost-effective mobile radio.



Standard features and benefits of the APX 1500 Enhanced include the following:

- **P25 and Legacy Interoperability** – Unifies public works and public safety personnel so they can communicate effectively. Available in 700/800 MHz, VHF, and UHF R1 frequency bands, and is compatible with both P25 Phase 1 and Phase 2 infrastructure.
- **Ergonomic Controls** – Large, multifunctional knobs allow radio users to easily adjust talkgroup and volume settings while wearing bulky gloves. A front color display with intelligent lighting allows easier operation in all lighting conditions. The compatible O2 Control Head is easy to read and operate in all lighting conditions, as well.
- **Easy Installation** – A simplified dash mount design makes APX 1500 Enhanced installation quick and easy, fitting into the existing APX 1500 footprint so mounting holes and cables can be reused to reduce cost.
- **Ruggedized Form Factor** – Uncompromising durability and renowned quality enables the APX 1500 Enhanced to withstand wet, dusty, and hazardous conditions, with a IP56 durability rating and applicable MIL-STD 810C, D, E, F, G standards.

### 1.3.6 APX Single-Band Console

The APX Single-Band Console provides a low-cost, mid-power wireless dispatch solution as an ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 2 TDMA technology and multi-band interoperability, the APX Single-Band Console can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.



APX Single-Band Console

The APX Single-Band Console's P25 operation and compatibility with legacy systems ensures that communications are clear, continuous, and coordinated across multiple users, agencies, and systems. The durable robust metal housing provides durability and allows for easy servicing, while the integrated front panel numeric keypad allows fast access to radio controls. In addition, optional features and benefits of the APX Single-Band Console include:

- **Meets Radio Users' Needs** – The APX Single-Band Console is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging, Over the Air Rekeying (OTAR), and Enhanced Encryption

Software Options. It is also capable of Extended Dispatch Operation including: Emergency Alarm ACK Encode, Radio Inhibit/ Uninhibit Encode, Radio Monitor Encode, Radio Check Encode, Status Query Encode, Status Query Response Decode, Status Update Decode, and Message Update Decode.

### 1.3.7 O2 Control Head

Motorola Solutions' O2 Control Head features a ruggedized design with flexible in-dash, remote mount, or motorcycle configuration options to support field personnel with a flexible lifeline wherever the mission takes them. The O2 Control Head provides XE ergonomic controls and a multifunction knob to allow quick access to important functionality while wearing bulky gloves.



The O2 Control Head offers the following features:

- Large LCD color display is easily readable in emergency situations, with three-line, 14-character customization and one row designated for icons.
- Built-in 7.5W speaker.
- Four programmable soft key buttons and six scroll-through menus, with up to 24 programmable soft keys, using the compatible keypad microphone.
- Can be ordered with a 3x6 keypad microphone accessory featuring three programmable soft keys.
- Multiple control head configuration to fully control a single radio, with up to four different wired locations (APX 8500), two wired locations (APX 6500), and one control head (APX 4500).
- Meets Military Specs 810 (C, D, E, and F) and is available in green and gray colored housing.

### 1.3.8 E5 Control Head

Motorola Solutions' E5 Control Head offers enhanced features and advanced ergonomics to support first responders wherever the mission takes them. The 3.3" LCD color display with anti-reflective Gorilla Glass lens offers a higher resolution and better readability in different lighting conditions, while Night Mode features eight dimming levels to allow greater control of lighting from shift to shift. The enhanced intelligent lighting features include Channel Backlight Color that allows users to assign channels with specific colors for clear designation. The E5's wider screen offers split screen APX Dual Radio capabilities, allowing users to monitor information on both Primary and Secondary radios at the same time. Separate volume and channel knobs, relocated home, dim, and power on/off buttons, are all specifically placed to avoid inadvertent actuation in emergency situations.



The E5 Control Head offers the following features:

- SmartConnect compatibility to support seamless communication by leveraging supported broadband networks from a vehicle. This extends Land Mobile Radio (LMR) networks to get voice and data coverage outside normal LMR service areas.
- Five programmable soft keys, support for keypad microphone, and additional programmable “P” button.
- Motorcycle configuration.
- E5 CHIB, while retaining the same screw location and bracket strategy as previous Motorola Solutions models for an easier installation.
- Meets Military Specs 810 (C, D, E, F, G & H).

## 1.4 Virtual Prime Site and MPLS

### 1.4.1 Virtualized Prime Site

The Virtualized Prime Site is Motorola’s next generation Simulcast/Voting Prime Site for ASTRO 25 trunking systems. Site Controller and Comparator voting applications are virtualized onto a common hardware platform, consolidating Fault Management and Configuration capabilities into a centralized location; thus, allowing for easier implementation and maintenance. Virtualization also enables software-only expandability. Because software driven Simulcast/Voting Prime sites require less hardware, virtualization inherently reduces the Nassau County radio system’s dependence upon integrated circuit components.

Additionally, this fully redundant platform offers a new, web-based configuration tool and access to critical applications for more advanced support without the need for additional hardware.

The proposed Virtualized Simulcast Prime Site supports the following features and configurations:

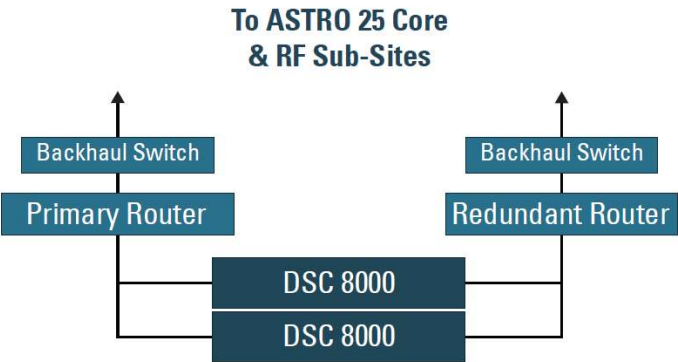
- FDMA/TDMA Voice Calls.
- Integrated Data.
- Local, Full Redundancy.
- Geo-Redundant Prime.
- Supports up to 18 Channels/Carriers (proposed with 5 – two additional DCD 8000s may be purchased to expand to 30 channels/carriers)
- Up to 32 Remote Sub-sites.



DSC 8000

As part of the Virtualized Prime Site, the DSC 8000 consolidates the capabilities of a site controller and voting comparator of the ASTRO 25 trunking simulcast sub-system into a single hardware unit. The DSC 8000 assigns voice and data channels, manages and reports alarms, provides Ethernet switching capabilities, and offers an internal timing reference for simulcast synchronization for sites where a TRAK frequency reference is not available.

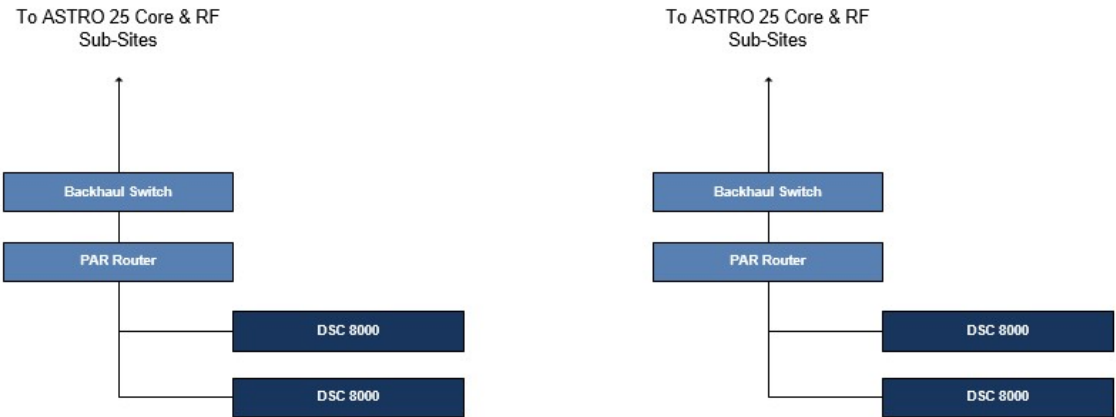
The DSC 8000 also provides an IP-based voting and simulcast operation for trunking channels, picking up audio from multiple sites and performs a frame-by-frame analysis to build a high-quality composite audio package for transmission. The DSC 8000 is provided in a redundant configuration, which means no single point of failure will cause the loss of any functionality or capacity at the Prime Site.



Virtualized Prime Site Architecture Without Geo-Prime

1.4.2 Yulee Virtualized Prime and Callahan Virtualized Geo-Prime Sites

The Geo-Prime Simulcast/Voting site mirrors the primary Simulcast/Voting Prime site at Yulee. Because Nassau County’s existing Prime site is comprised of legacy “G” series equipment: GCP 8000 site controllers, GCM 8000 comparators, and GGM 8000 gateways, it is required to refresh with hardware and software comparable to that of the new Geo-Prime site. As part of the Virtualized implementation, Motorola will update the legacy Nassau County Prime site to parity with the next generation Virtualized Geo-Prime site.



Virtualized Prime Site and Virtualized Geo-Prime Site

The following Yulee Virtualized Prime site equipment is included in this proposal:

- Two DSC 8000 servers equipped with:
  - Two (2) Site Controllers
  - Five (5) Channel/Carrier Licenses

The following Virtualized Geo-Prime site equipment at Callahan is included in this proposal:

- Two DSC 8000 servers equipped with:
  - One (1) Site Controller
  - Five (5) Channel/Carrier Licenses

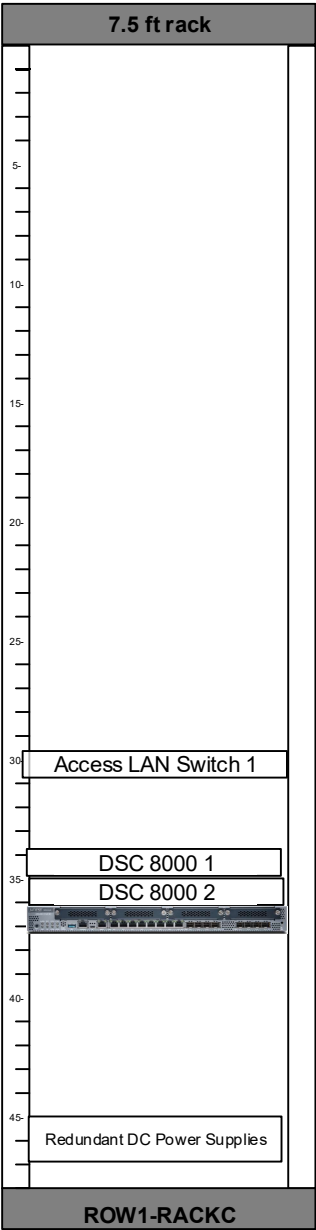
Yulee has an existing TRAK 9100 external frequency reference that will be utilized for the new primary Virtualized Prime site.

The Geo-Prime Site, Callahan, also has an existing TRAK 9100 external frequency reference that will be utilized for the new Virtualized Geo-Prime site.

#### Assumptions

- All sites will have had the Juniper routers deployed prior to installation of Virtualized Prime Site.
- There is sufficient space, utilities, AC circuits, and HVAC in the shelters to install the new rack of equipment.
- The existing UPS and generators are capable of supporting the new equipment.
- The Virtualized Geo-Prime will be located at an existing Callahan RF site.
- There is an existing TRAK frequency reference with available ports at the Yulee primary Prime site.
- There is an existing TRAK frequency reference with available ports at the Geo-Prime, Callahan site.
- The existing site grounding meets R56 standards.
- Yulee Virtual Prime Equipment will be installed in the existing Rack.

Callahan Rack Layout



**ROW1-  
RACKC**



### 1.4.3 MPLS Capabilities & Benefits of MPLS on a Microwave Network

Today many state and local government agencies have recognized the need for networks with more capacity and flexibility, which typically means a packet network. However, not all IP-based solutions are appropriate. Traditional IP and Ethernet networks lack the ability to optimize the use of network resources and the capability to react to network events fast enough to guarantee end-to-end QoS per application. To simultaneously support all mission-critical and non-mission-critical traffic an IP/MPLS-based communications network is needed to support traffic that requires QoS levels beyond best effort.

By using MPLS, the County's network will get the best of both worlds — an IP network that has the robustness and predictability of a circuit-based network along with high capacity and support for bursty traffic. The Nokia IP/MPLS product portfolio presented here leads the industry in reliability and OAM tools, which are key enablers for meeting the “always-on” requirement for mission-critical operations.

#### 1.4.3.1 Quality of Service

In most microwave systems, there are only 4-7 levels of priority, versus 64 potential levels in a MPLS network. This is critical when the backhaul is used to transport multiple services of varying importance on the network and gives more granular control and priority to those services.

#### 1.4.3.2 Services Based versus Layer 2 Switching or Layer 3 Routing

In a Layer 2 microwave all traffic is switched through the network. VLANs cannot be overlapped or reused for various applications or customer traffic. The same applies for Layer 3 routing networks on the microwave. MPLS brings in the terminology of services. Traffic on a MPLS network can be any type of traffic. Layer 2/3. Services are isolated between customer applications and networks. Essentially this allows for overlapping networks while being able to share a single common carrier media. Services are broken up into general 3 main types. There are many more service types but the primary services are below.

- Virtual Private Wire Services (VPWS), which emulates a wire across a large geographic area.
- Virtual Private LAN Switching (VPLS), which allows for what appears as a traditional switching environment, but maintains separate Forwarding databases based on the service it belongs to.
- Virtual Private Routed Network (VPRN), which appear to the user as a router. The benefit is each routed instance is virtual and Layer 3 routed environments can be duplicated across a network and are isolated to a unique Virtual Routing and Forwarding (VRF) instance.

#### 1.4.3.3 Layer 2 Alone versus Layer 2 with MPLS

The potential for an equipment failure or human error can cause a network broadcast storm. Essentially these failures will not only affect the device it is connected to but the entire Layer 2 network. With MPLS, these network failures cannot occur or bring down critical network infrastructure network traffic. The Microwave and leased links are configured as Point-to-Point links and the MPLS gear is placed in the middle of each link. The MPLS network blocks the loops on any one link and provides the network ring protection.

#### 1.4.3.4 Convergence: Time Required for the Network to become Stable

The integrated network offers the necessary reliability to maintain uninterrupted operation for both voice and data traffic. A single failure on the network ring in any part of the network will not impact the

network capabilities. By finding alternative routes quickly around the failure, the end users will not be affected or aware a ring switch has occurred.

In a microwave network using MPLS as a detection and recovery mechanism, this time to recover is generally around 250ms, which is faster than many networks would have detected the error.

While strong platform resiliency attributes are needed, the use of IP/MPLS as a packet transport infrastructure provides rapid, deterministic failure accommodation in the network. Traffic engineering tools can be used offline to model single failures and ensure they can be accommodated. When one of the links fails, an MPLS protection mechanism such as fast re-route or secondary standby Label Switch Path protection can switch the traffic to the other working link at speeds comparable to SONET architectures after detecting the link failure.

If the traffic load exceeds the capacity of the remaining link, advanced traffic management mechanisms will ensure the protection of the higher priority traffic, with best-effort data being transmitted according to available excess bandwidth.

#### 1.4.3.5 Traffic Prioritization

Another key benefit of MPLS is Traffic Prioritization. As discussed above, in a reroute scenario, the high priority MPLS connections will take precedence over lower priority traffic insuring mission critical traffic reaches its destination. However, traffic prioritization also provides benefits during normal operations. The network operator will be able to define which traffic type or agency's traffic has priority. During periods of high traffic demand, important traffic will be guaranteed to reach its destination according to defined required requirements. A range of prioritization classifications is available. MPLS allows convergence over a common transport layer and dynamic bandwidth allocation, enabling low cost backhaul. Critical, time sensitive traffic (such as Land Mobile Radio) can be prioritized in an IP/MPLS tunnel in order to ensure it will reach its destination just like it was "wired" to the base station directly. Each service can have a specific bandwidth assignment for necessary or committed rate and/or a peak information rate to burst up to as additional bandwidth comes available when other applications are through communicating.

#### 1.4.3.6 Network Traffic Shaping

Ports and devices can be assigned a restricted amount of bandwidth throughout the network, which in combination with QOS prevents low priority traffic from congesting any link on the network. Congestion is blocked at the input to the network and assigned QOS profile.

#### 1.4.3.7 7705-SAR: IP/MPLS Mission Critical Network Communication Router

The proposed network will utilize Nokia's 7705 Service Aggregation Routers (SAR). The Nokia 7705 SAR portfolio is optimized for multiservice adaptation, aggregation and routing, especially onto a modern Ethernet and IP/MPLS infrastructure. Leveraging the powerful Service Router Operating System (SR OS) the 7705 SAR is available in compact, low-power consumption platforms that deliver highly available services over resilient and flexible network topologies. The 7705-SAR offers the best cost and performance in all scenarios.



**Figure 1-1: 7705 SAR – Service Aggregation Router (SAR-8)**

- The Nokia 7705 SAR can deliver legacy TDM and advanced IP/MPLS services making it ideal for industries, enterprises and governments and for niche applications in IP any haul networks.
- The 7705 SAR provides an easy migration path from TDM networks. With depth in routing protocols, service scaling and timing, it meets the rigorous demands of mission critical networks. It is available in multiple compact platforms that reduce equipment footprint and energy costs. These platforms deliver highly available services over a wide variety of network topologies. Strong QoS capabilities deliver customer satisfaction and the ability to differentiate service levels.
- As a member of the industry-leading Nokia Service Router product portfolio, the 7705 SAR runs the Nokia Service Router Operating System (SR OS) and can be integrated with existing network monitoring applications.

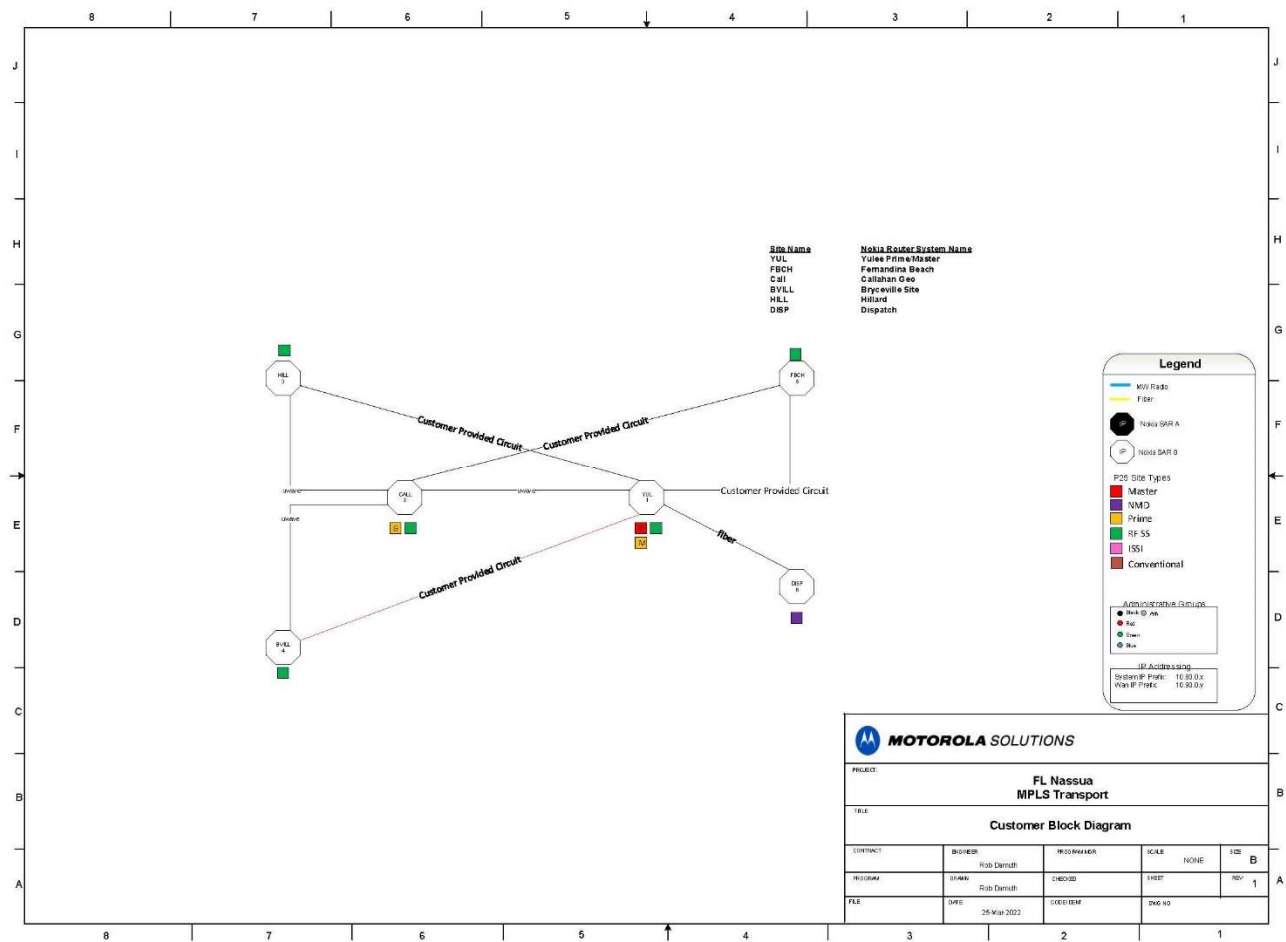
### **Legacy and Industrial Interface Support**

- Provides a wide range of interfaces for TDM, SONET/SDH, SCADA, teleprotection, serial data and voice, and other applications dependent on equipment models and media dependent adaptors.
- Enables seamless migration from circuit-based to IP/MPLS-based transport to lower operating costs and add new services
- Supports multiple services over a wide range of transport media including microwave, optical, copper and wireless
- Extends service routing to remote sites, hubs and network edges in rugged, compact platforms

### **Increases Service Delivery Reliability**

- Deep buffering and both ingress and egress shaping provide excellent packet routing performance with differentiated service treatment
- Microsecond timing and accurate synchronization support mobile base station requirements and the migration of TDM-based services onto the packet network
- Provides network re-convergence in tens of milliseconds using a strong suite of dynamic routing and recovery capabilities
- One-for-one hitless control and switch module failover

1.4.4 MPLS Block Diagram



## 1.5 UPS

Nassau County has replaced aging UPS units over the last few years. This proposal includes the UPS and installation for the Callahan,, Fernandina Beach and Yulee radio sites.

### 1.5.1 Callahan

One (1) Liebert APS Model AS4D1NCYHNNXAZX rated at 20 kVA/18.0 kW with 26 minutes backup time is included in this proposal.

Each System is comprised of the following features/accessories:

- On-line double conversion design with a true sine wave output
- N+x parallel redundancy to provide a fault tolerant network of power protection for continuous systems availability
- Quoted model is configured Non-redundant
- Input and output noise suppression
- Main input, output, and internal maintenance breaker
- Input power factor 0.99
- 6 hour battery recharge time to 90% capacity
- Fault tolerant microprocessor-based control and monitoring
- Low voltage distortion output inverter
- Flame-retardant, Sealed valve regulated batteries
- LCD display module with mimic diagram of power flow and provides digital metering, event logging, user customize-able set points (low battery alarm, battery test, auto-restart delay, display language)
- All modules are hot-swappable to provide maximum system flexibility and availability
- Casters and leveling feet
- WEEE, REACH, and RoHS (6 by 6) compliant
- Integral output transformer
- Integral output distribution providing None outlets
- Integral output distribution providing None outlets
- UPS frame is designed for maximum of 20 kVA, 240/120V, 60 Hz, L-L-N-PE
- UL 1778 4th Edition, c-UL, Listed
- CE, GS, C-tick Marked

IS-UNITY-DP network card factory installed for SNMP, Modbus, BACnet interfacing to Building Management Systems and environmental sensor support

Matching Battery Cabinet to house the Intelligent Battery modules in order to provide the required back-up time;

- (1) External Battery Cabinet. Model Number AS7EBC7CCUBXCHH

- (1); **P/N: APSEBCCBL3M**; 3 meter Pluggable Battery Cable(s) for connection between the External Battery cabinets and/or the Liebert APS UPS cabinet.
- (1) External Maintenance Bypass Cabinet; Model Number NMBHW81, rated for 20 kVA, 125A
- MBC is designed for wall mounting
- MBC is UL, cUL Listed
- Isolating switch controls input power to UPS
- Terminal blocks for hardwired input and output
- Spring loaded, high speed manual transfer switch
- Power indicators
- Support for lockout/tagout programs
- Unit dimensions: 21" (W) x 8"(D) x 18"(H)
- Unit weight: 50 lbs

## 1.5.2 Yulee

One (1) Liebert APS Model AS4D1NCYHNNXAZW rated at 20 kVA/18.0 kW with 26 minutes backup time is included in this proposal

Each System is comprised of the following features/accessories:

- On-line double conversion design with a true sine wave output
- N+x parallel redundancy to provide a fault tolerant network of power protection for continuous systems availability
- Quoted model is configured Non-redundant
- Input and output noise suppression
- Main input, output, and internal maintenance breaker
- Input power factor 0.99
- 6 hour battery recharge time to 90% capacity
- Fault tolerant microprocessor-based control and monitoring
- Low voltage distortion output inverter
- Flame-retardant, Sealed valve regulated batteries
- LCD display module with mimic diagram of power flow and provides digital metering, event logging, user customize-able set points (low battery alarm, battery test, auto-restart delay, display language)
- All modules are hot-swappable to provide maximum system flexibility and availability
- Casters and leveling feet
- WEEE, REACH, and RoHS (6 by 6) compliant
- Integral output transformer
- Integral output distribution providing None outlets
- Integral output distribution providing None outlets
- UPS frame is designed for maximum of 20 kVA, 240/120V, 60 Hz, L-L-N-PE
- UL 1778 4th Edition, c-UL, Listed
- CE, GS, C-tick Marked
- IS-UNITY-DP network card factory installed for SNMP, Modbus, BACnet interfacing to Building Management Systems and environmental sensor support



Matching Battery Cabinet to house the Intelligent Battery modules in order to provide the required back-up time;

- (1) External Battery Cabinet. Model Number AS7EBC7CCUBXCHG
- (1); **P/N: APSEBCCBL3M**; 3 meter Pluggable Battery Cable(s) for connection between the External Battery cabinets and/or the Liebert APS UPS cabinet.
- (1) External Maintenance Bypass Cabinet; Model Number NMBHW81, rated for 20 kVA, 125A
- MBC is designed for wall mounting
- MBC is UL, cUL Listed
- Isolating switch controls input power to UPS
- Terminal blocks for hardwired input and output
- Spring loaded, high speed manual transfer switch
- Power indicators
- Support for lockout/tagout programs
- Unit dimensions: 21" (W) x 8"(D) x 18"(H)
- Unit weight: 50 lbs

### 1.5.3 **Fernandina Beach**

One (1) Liebert APS Model AS4B1NCJHNNX317 rated at 10 kVA/9.0 kW with 26 minutes backup time.

Each System is comprised of the following features/accessories:

- On-line double conversion design with a true sine wave output
- N+x parallel redundancy to provide a fault tolerant network of power protection for continuous systems availability
- Quoted model is configured Non-redundant
- Input and output noise suppression
- Main input, output, and internal maintenance breaker
- Input power factor 0.99
- 6 hour battery recharge time to 90% capacity
- Fault tolerant microprocessor-based control and monitoring
- Low voltage distortion output inverter
- Flame-retardant, Sealed valve regulated batteries
- LCD display module with mimic diagram of power flow and provides digital metering, event logging, user customize-able set points (low battery alarm, battery test, auto-restart delay, display language)
- All modules are hot-swappable to provide maximum system flexibility and availability
- Casters and leveling feet
- WEEE, REACH, and RoHS (6 by 6) compliant
- Integral output transformer
- Integral output distribution providing None outlets
- Integral output distribution providing None outlets
- UPS frame is designed for maximum of 20 kVA, 240/120V, 60 Hz, L-L-N-PE

- UL 1778 4th Edition, c-UL, Listed
- CE, GS, C-tick Marked
- IS-UNITY-DP network card factory installed for SNMP, Modbus, BACnet interfacing to Building Management Systems and environmental sensor support
- (1) External Maintenance Bypass Cabinet; Model Number NMBHW81, rated for 20 kVA, 125A
- MBC is designed for wall mounting
- MBC is UL, cUL Listed
- Isolating switch controls input power to UPS
- Terminal blocks for hardwired input and output
- Spring loaded, high speed manual transfer switch
- Power indicators
- Support for lockout/tagout programs
- Unit dimensions: 21" (W) x 8"(D) x 18"(H)
- Unit weight: 50 lbs



## Section 2

# Statement of Work

Motorola Solutions is proposing to Nassau County Board of County Commissioners the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Infrastructure APX NEXT Enablement	Firewall and Licensing
CommandCentral Aware	3 Named Users with a 12-month Subscription
Subscriber Equipment	<p>APX NEXT</p> <ul style="list-style-type: none"> <li>1 APX NEXT all band portable</li> <li>15 APX NEXT XE all band portables</li> <li>Accessories and 60-month subscription</li> <li>5 year DMS Advanced with Accidental Damage protection</li> </ul> <p>APX N70</p> <ul style="list-style-type: none"> <li>172 APX N70 single band portables</li> <li>Accessories and 60-month subscription</li> <li>5 year DMS Advanced with Accidental Damage protection</li> </ul> <p>APX</p> <ul style="list-style-type: none"> <li>52 APX 8000XE portables</li> <li>3 APX 900 portables</li> <li>68 APX 1500 mobiles</li> <li>2 APX 1500 Control Station</li> <li>19 APX 8500 all band mobiles</li> <li>10 APX Single Band Console</li> <li>239 APX 6500 mobiles</li> <li>5 year Essential Warranty with Accidental Damage protection</li> <li>Accessories</li> </ul>
Virtual Prime and MPLS	<p>Virtual Prime Upgrade at Yulee</p> <p>Virtual Geo Prime at Callahan</p> <p>MPLS at Dispatch, Yulee, Callahan, Bryceville, Hilliard, Fernandina Beach</p>
UPS	<p>Yulee</p> <p>Callahan</p> <p>Fernandina Beach</p>

The document delineates the general responsibilities between Motorola Solutions and Nassau County as agreed to by contract.

## 2.1 APX NEXT and N70 Initial Programming

Motorola Solutions' Initial Programming service assures that customers' first APX NEXT subscribers are programmed and operational on their ASTRO system. This service is provided remotely by a Motorola Solutions technician.

The APX NEXT subscriber is programmed using RadioCentral. The initial programming service is intended to guide Customers and their supporting organizations (MR's, shops, etc.) through the transition from CPS or RM to the new programming tools.

APX NEXT Application Services, such as SmartLocate and SmartConnect, also require specific configurations within the APX NEXT. The initial programming service assures that the subscribers are configured to support these applications.

The service provides the following:

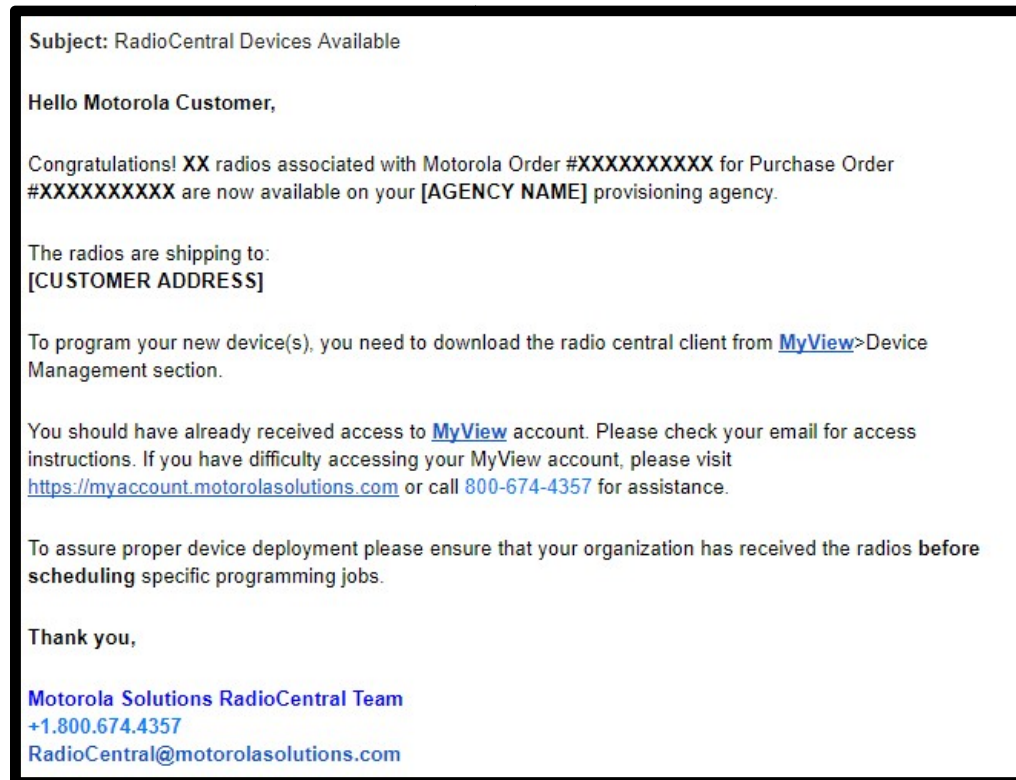
- Overview APX NEXT programming process and tools
- Information on available APX NEXT training classes
- Guided supplement to MyView and RadioCentral training
- Guided RadioCentral access management in MyView
- Radio Central installation and operation
- Guided Code Plug Conversion support
- APX NEXT Application Services settings
- Consultation on using RadioCentral to support existing programming processes

At the completion of the Initial Programming service customers are ready to support the addition of APX NEXT devices using their existing technical support services.



The APX Next subscriber is a smart converged device that utilizes RadioCentral for codeplug management and broadband (LTE or WiFi) connections for device programming. The following steps provide a high level overview of the programming process. The Motorola Solutions technician will guide the users through this process:

1. When an APX NEXT radio is ordered, an email is sent to the specified Customer System Administrator from "noreply@radiocentral.com".



2. Follow the link in the email to set up the MyView Portal User Accounts. User Accounts are required for each technician that will use the RadioCentral client.
3. Download and install Radio Central Client, launch the application, and login using a MyView User Account.
4. Import the APX codeplug (\*.mc) into Radio Central using its Codeplug Migration function.
5. Program radio.

## 2.1.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and the Customer during the Initial Programming service. The initial programming process is a collaborative effort between Customer system administrators, supporting organizations (shop or MR), and Motorola Solutions.

The Initial Programming service is provided remotely by a Motorola Solutions technician and involves the following steps:

Step	Description
Discovery Session	Process overview and data collection.
Account and Tool Setup	Assure technicians have the required accounts and tools
Codeplug Conversion	Convert existing Codeplugs to APX NEXT and configure applications
Application Configuration	Add APX Next application configurations to Codeplug
ASTRO25 Provisioning	Provision APX NEXT devices on the ASTRO System.
Programming and Verification	Program APX NEXT over LTE and validate operation
Additional Training	Overview of available training on APX NEXT programming and support documentation.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables that both Motorola Solutions and the Customer are responsible to complete. These are described in detail within the Statement of Work.

## 2.1.2 Discovery Session

A Motorola Solutions ST will conduct a remote discovery session with the Customer System Administrator and Customer, shop, or MR technician(s) responsible for programming subscribers. The discovery session is an opportunity to document the organizations and people who will have ongoing responsibility for subscriber programming and configuration.

### Motorola Solutions Responsibilities

- Conduct a remote discovery session with representatives from the Customer and any supporting organizations such as shops or MRs.
- Document the names and email addresses of the Customer System Administrator(s)
- Document the names and email addresses of the technicians responsible for subscriber programming.
- Identify existing codeplugs and determine which should be used for APX NEXT.
- Document existing Codeplug management processes.
- Identify the owners of System Keys (hardware key and/or software key) RadioCentral requires loading the system keys for all systems in the codeplug prior to scheduling a Write job to program an APX Next subscriber)
- Determine who controls the Key Loader if encryption is used. The KVL must be physically connected to the APX NEXT radio to load the initial encryption keys. A KVL-4000 or KVL-5000 keyloader is required for APX NEXT. Older versions are not compatible with the APX Next.

### Customer Responsibilities

- Identify required participants from the Customer's organization, shop, or MR
- Participate in the discovery session meeting.

### Completion Criteria

- Discovery session completed.

## 2.1.3 Account & Tool Setup

APX NEXT subscribers are programmed using RadioCentral. Access to the RadioCentral tool requires a MyView (<https://myview.motorolasolutions.com>) account and the installation of Radio Central on a local Windows computer. The Account and Tools Setup process is an opportunity for an Motorola Solutions ST to provide hands on training and guide the System Administrator through the account creation and RadioCentral installation process.

### Motorola Solutions Responsibilities

- Conduct a remote configuration session to guide the Customer System Administrator through MyView navigation. For reference see: **MN006056A01 RadioCentral User Guide** on [MOL](#) or [LMX](#)
- Guide Customer Administrator through Adding Users to MyView and Assigning the User to RadioCentral agency for each of the subscriber programming technicians. For reference see: [Managing RadioCentral access through MyView](#)

Note that MyView does not allow Customer administrators to add Motorola Solution accounts directly. To add a Motorola employee to a customer's MyView account and assign to a RadioCentral agency, email the request to [onbaording@motorolasolutions.com](mailto:onbaording@motorolasolutions.com) (for urgent requests contact John Kopinski or call 800-674-4357 #7).

- Guide Customer, shop, or MR technician through the RadioCentral download, installation, and login process.
- Customers with existing MyView or MOL accounts would use their current Login ID and Password to log into MyView and RadioCentral.



- To verify MyView Login ID or Reset Password, use <https://myaccount.motorolasolutions.com> or call 800-674-4357 #7

### **Customer Responsibilities**

- Create MyView user accounts and assign to RadioCentral agency for all technicians.
- Download and setup RadioCentral.

### **Completion Criteria**

- Programming technicians have installed RadioCentral, can access the tool, and are able to access the Customer's radios within RadioCentral.

## **2.1.4 Codeplug Conversion**

The APX NEXT requires a suitable codeplug for operation on the Customer's ASTRO system. As it has with all earlier versions of programmable subscribers, the codeplug encapsulates a wide variety of device configurations including subscriber features, talkgroup assignments, button assignments, and other parameters.

The codeplug conversion process allows RadioCentral users to convert an existing APX codeplug to a format suitable for the APX NEXT. RadioCentral includes a conversion utility to simplify this process. However, there are some manual operations required if the source codeplug includes features not supported by the APX NEXT.

The objectives of the codeplug conversion process are two fold. First, it assures that the APX NEXT has an operational codeplug. Second, it enables the Customer, MR, or shop technician to convert additional codeplugs independently.

### **Motorola Solutions Responsibilities**

- Work with Customer to identify the existing APX codeplugs suitable for the APX NEXT subscribers. The Initial Programming service provides support for converting upto three codeplugs.
- Verify that there are no errors in the source codeplugs. RadioCentral will not successfully convert Codeplugs with errors.
- Guide Customer through the APX codeplug conversion process in RadioCentral.
- Identify and document all required pre-conversion codeplug changes. Some APX features (e.g. OTAP) are no longer supported in the APX NEXT. These features must be disabled prior to the conversion process. Complete documentation of preconversion changes assures that Customers can repeat the process independently if required.
- Guide Customer, shop, or MR technician through the SmartProgramming process.

### **Customer Responsibilities**

- Provide APX codeplug(s) that contains the system and subscriber configuration desired for the APX NEXT. Customers may have several codeplugs (e.g. Police, Fire, and EMS).
- If required, create a new APX NEXT codeplug based on an existing Motorola Solutions XTL/S subscriber or another manufacturer's device. Please contact your Motorola Solution Account Executive to discuss support options for this activity.

- Conversion of 3 codeplugs is included, the customer is responsible for the remaining codeplug conversions and fleetmapping.
- Provide assistance with codeplug assignment list ( i.e. serial number ABC123XYZ gets Command Staff codeplug)

### **Completion Criteria**

- Up to three (3) codeplugs converted from APX to APX NEXT format.

## **2.1.5 APX Next Application Setup**

APX NEXT Applications include SmartLocate, SmartMapping, SmartConnect, ViQi Virtual Partner, and SmartMessaging. These applications require a software subscription, subscriber Codeplug configuration, and a deployment project to fully deploy and configure the hosted and on premise ASTRO components.

If a software feature enablement project was procured in conjunction with the APX Next subscribers the Motorola Solutions project team will provide the specific APX Next application settings. If the APX Next subscribers were procured without an application deployment project then the technician will provide Codeplug settings suitable for demonstrating the application capability in a test environment.

### **Motorola Solutions Responsibilities**

- Configure subscription software settings (SmartLocate, SmartConnect, SmartMapping, SmartMessaging, or ViQi, etc.). These settings are based on either the default “Out of Box” settings or, in the event that feature enablement projects were purchased with the APX NEXT, the SI Project-specified application settings.

### **Customer Responsibilities**

- None.

### **Completion Criteria**

- APX NEXT Application features configured in Codeplug.

## **2.1.6 ASTRO 25 Provisioning**

APX NEXT subscribers must be provisioned in the ASTRO Provisioning Manager and assigned a Unit ID in the same fashion as APX subscribers.

### **Motorola Solutions Responsibilities**

- No deliverables.

### **Customer Responsibilities**

- Provision all APX NEXT devices using the ASTRO Provisioning Manager.

- Provide APX NEXT Serial Numbers and associated Unit IDs to Motorola Solutions for use provisioning the subscription applications.

### Completion Criteria

- APX NEXT subscribers provisioned on ASTRO System.

## 2.1.7 Programming and Verification

Once the APX NEXT Code plug is prepared, a technician may use RadioCentral to schedule a Write job. This uses SmartProgramming to send the configuration to the APX Next over either a LTE or WiFi connection.

### Motorola Solutions Responsibilities

- Conduct a remote session to guide the programming technician through the SmartProgramming process.
- Guide the technician through the process of loading System Keys into RadioCentral.
- Guide the technician through the process of using the KVM to load encryption keys into the APX Next subscriber.
- Guide the technician through the firmware version upgrade.
- Guide the technician through scheduling a Write job to apply the updates to radios over LTE or WiFi.
- Assist with the resolution of any problems the technician encounters.
- Programming technician participates in the Programming and Verification session.
- Perform all hands-on tasks such as managing hardware System Keys and KVM key loaders.
- Perform all programming tasks on the local RadioCentral application using the technician's account.
- Customer ResponsibilitiesValidates the subscriber operation on the local ASTRO system

### Completion Criteria

- APX NEXT subscriber operational on the Customer's ASTRO system.

## 2.1.8 APX NEXT Training and Resources

Motorola Solutions Initial Programming service is intended to facilitate a quick transition to the APX NEXT. For Customer, shops, or MRs that would like to learn more about the programming tools the following documentation and training classes and resources are available from Motorola Solutions Training Services: <https://learning.motorolasolutions.com/>:

- Training – Optional
  - AST4002 APX NEXT Overview
  - AST4004 RadioCentral Overview
  - AST4005 RadioCentral Workshop (optional, fee applies)

- Resources

- MN005015A01 MyView Portal User Guide
- MN006056A01 RadioCentral User Guide
- PMLN7996A APX NEXT Quick Start Guide:
- MN005642A01 APX NEXT User Guide: [APX NEXT User Guide](#)
- MN005717A01 Out of box provisioning leaflet: [APX NEXT Provisioning](#)
- APX NEXT Programming Guide: [Programming APX NEXT](#)
- ASTRO\_RCOLH ASTRO RadioCentral Online Help
- APX NEXT Help Desk: 800-MSI-HELP (800-674-4357)

## 2.2 SmartConnect Enablement

### 2.2.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and the Customer during SmartConnect deployment. The deployment process is a collaborative effort between Customer system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning sessions
Domain and Device Setup	Provision ASTRO subscribers on the cloud platform
SmartConnect Gateway Setup	Enable connection between ASTRO system and Cloud
ASTRO Preparation	Assure ASTRO system has the correct version and components
ASTRO System Configuration	Load and Configure software for SmartConnect
Demonstration	Demonstrate SmartConnect operation
Training	SmartConnect operational and administrator training

Project Finalization	Delivery of as-built documentation and hand over to support
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These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola Solutions and the Customer are responsible to complete. These are described in detail within the Statement of Work.

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

## 2.2.2 Project Roles

### **Motorola Solutions Project Manager**

The Motorola Solutions Project Manager is the single point of contact with the Customer Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of the Customer to Motorola Solutions Customer Support post deployment.

### **Motorola Solutions ASTRO Field Engineer**

Installs and configures the ASTRO software components of the system. Configures ASTRO network components to provide connectivity to the cloud platform.

### **Motorola Solutions Support**

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer support plan.

### **Customer Project Manager**

The Customer Project Manager is responsible for scheduling and coordinating Customer/agency resources and task completion. The Customer Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Customer tasks in accordance with the project schedule.

### **Customer System Administrator(s)**

Responsible for SmartConnect User and radio subscriber provisioning via CommandCentral Admin and ongoing coordination with Motorola Solutions System Support.

### **Customer Network Administrator**

Responsible for network and firewall configuration. Works with ASTRO Field Engineer to provide and verify network connectivity between the ASTRO system and the cloud platform.

## 2.2.3 Project Documentation

The following documents are delivered during the deployment process. Some are standard product documentation and others are project specific and are produced during the project.

### **Product Documentation**

**CommandCentral System Administration Guide.** The Administration Guide includes information about the CommandCentral Admin tool, User provisioning, and other system administration tasks.

**Operational Demonstration Script.** The Operational Demonstration Script provides a customer-specific procedure for validating system configuration and operation. It references the customer specifics detailed in the Configuration Document.

**SmartConnect Configuration Document.** Describes the SmartConnect configuration including LMP parameters, config changes to the UNC, a backhaul capacity report, Internet connection information for the Internetworking firewall and CommandCentral Admin parameters. It is created during the project, used to configure and validate the application and network configurations, and finalized to serve as project as-built documentation. Provided to both the Customer and the Motorola Solutions Support Team.

## 2.2.4 Initiation

Project initiation occurs after procurement of SmartConnect deployment services and notice to proceed is received. During this phase, the Motorola Solutions and Customer project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for specific deployment activities.

### **Motorola Solutions Responsibilities**

- Schedule a kick-off call between Customer and Motorola Solutions project managers
- Establish a communications plan
- Review project work plan, schedule, and resources
- Provide standard product documentation
  - CommandCentral System Administration Guide
  - CommandCentral Network Connectivity Guide
  - SmartConnect User Guide

### **Customer Responsibilities**

- The customer project manager coordinates with the agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete Customer tasks.
- Review the Solution Description and prerequisites with the customer project team. Assure that all required components are in place or initiate procurement.
- Schedule agency personnel time to participate in the deployment process.

### **Completion Criteria**



- Complete when Motorola Solutions and Customer project teams are identified and deployment tasks are assigned and scheduled.

## 2.2.5 Data Collection and Planning Session

Motorola Solutions will conduct a remote working session with the customer System Administrators and agency user representatives to provide an overview of SmartConnect operation and collect provisioning data. This activity is performed via teleconference.

### Motorola Solutions Responsibilities

- Conduct a remote, one to two hour, planning session with representatives of each agency using SmartConnect.
- Review SmartConnect functionality and configuration options.
- Document each agency's configuration, admin users, initial subscribers and users.

### Customer Responsibilities

- Schedule planning session with representatives of each agency.
- Provide Administrator, User, Subscriber, and Group information for provisioning.

### Completion Criteria

- Planning sessions completed.

## 2.2.6 Domain and Device Setup

The Radio Subscribers must be provisioned within the CommandCentral Cloud Platform using the Command Central Admin tool. Motorola Solutions will provision the Customer's current inventory of APX NEXT and APX N70 subscribers. The Customer will assume responsibility to provision all subsequently procured APX NEXT or APX N70 devices.

### Motorola Solutions Responsibilities

- If a SmartConnect agency has not been previously established for the ASTRO system, use the CommandCentral Admin tool to establish the Customer Domain within the CommandCentral cloud platform. This activity will be initiated during the order process.
- Use the CommandCentral Admin tool to provision SmartConnect based on the information collected during the Data Collection and Planning Session activity:
  - Setup Command Central administration and user passwords
  - Provision radio subscriber devices (radio serial number and ASTRO Unit ID). All subscriber devices on an ASTRO system are provisioned by a single CC Admin agency account. This may be performed individually or by importing the device information from a .csv file.

### Customer Responsibilities

- Identify System Administrator(s)
- Assure all System Administrators complete the CommandCentral Admin training

- Use the CommandCentral Admin tool to provision all APX NEXT and APX N70 subscribers procured after the completion of the SmartConnect enablement project.

**Completion Criteria**

- All agencies, users and devices are provisioned.

## 2.2.7 SmartConnect Gateway Configuration

The SmartConnect Gateway enables the connection between the Customer's ASTRO system and the SmartConnect cloud services and broadband service. The SmartConnect Gateway must be configured to accept a connection from the ASTRO system's LMP proxy.

**Motorola Solutions Responsibilities**

- Enable SmartConnect Gateway service.
- Generate the passphrase for the LMPs using CCAdmin.

**Customer Responsibilities**

- None

**Completion Criteria**

- SmartConnect Gateway connection enabled.

## 2.2.8 ASTRO Infrastructure Preparation

Operation of SmartConnect requires a minimum ASTRO infrastructure software version and specific hardware components. These elements are not included with SmartConnect and must be in place prior to SmartConnect deployment. SmartConnect requires the following ASTRO infrastructure version and equipment:

- ASTRO version: 7.17 or later
- Internetworking Firewall hardware and software (shared component)
- Suitable Server (VMS01/VMS02 or VMS 07)

**Motorola Solutions Responsibilities**

- Review the current ASTRO system and document the availability and configuration of the components required for SmartConnect deployment.
- Identify any software upgrades or additional equipment required to support SmartConnect.

**Customer Responsibilities**

- Procure ASTRO infrastructure upgrades and equipment required for SmartConnect operation.

**Completion Criteria**

- Customers ASTRO infrastructure is operational with the required software version and equipment required for SmartConnect deployment.

## 2.2.9 ASTRO System Configuration

SmartConnect specific software components and network configurations must be added to the ASTRO System. Motorola Solutions will install and configure these items during the SmartConnect deployment.

### Motorola Solutions Responsibilities

- Install LMR Multicast Proxy (LMP) VMs on the zone core servers. Enter CommandCentral Admin generated passphrase during the installation.
- Cable and configure the transport (core LAN switch, DMZ switch, DMZ firewall, internetworking firewall) using TNCT.
- Verify connectivity with SmartConnect Cloud Gateway via Internetworking Firewall.
- Configure NM with pseudo-site for Backup PTT using a UNC configlet for each Zone Controller and ATR in the target zone.
- Assess the number of Talk Groups and Calls to determine the required backhaul capacity. Provide backhaul capacity requirements to Customer admin.

### Customer Responsibilities

- Coordinate and schedule ASTRO component software installation to minimize the impact on production operation.
- Provide dedicated internet connection for Internetworking Firewall. Assure that the network connection meets the following service level:
  - The internet connection between ASTRO system (LMP) and the SmartConnect Gateway in the cloud requires a base bandwidth of 25Kbps plus a bandwidth of 20k bits per second per group call. *NOTE: If the SmartConnect Gateway is configured as "requested site" for a group in the ASTRO system, all calls on that group are routed to the SmartConnect Gateway independent whether radios have affiliated to the group or not in the broadband domain. The configuration as "requested site" ensures that the radio will be offered calls from scanned groups, but it also increases the load on the connection between the LMP and the SmartConnect Gateway.*
  - 1/1 Mbps symmetric Internet connection is required for 36 simultaneous calls (for release prior to 2019.2).
  - 5/5 Mbps symmetric Internet connection is required for 200 simultaneous calls. (for release 2019.2 and onwards)
  - Availability > 99.99%. A lower performance will decrease the SmartConnect feature reliability proportionality.
  - Packet loss less than 0.5%. A higher packet loss will lower the reliability and the audio quality.
  - Average delay introduced by the Internet Service Provider less than 20 ms.
  - Average jitter introduced on the Internet Service Provider is less than 10 ms.

### Completion Criteria

- Customer ASTRO infrastructure is operational with the required software versions and configured to support SmartConnect operation.

## 2.2.10 Subscriber Provisioning

APX subscribers must be provisioned on the customer's ASTRO system prior to operation. Subscriber provisioning must include specific parameters to enable SmartConnect operation.

### Motorola Solutions Responsibilities

- Provide SmartConnect provisioning parameters (FQDN for SmartConnect GW, ports)
- Provision one APX subscriber to validate the parameters.
- Demonstrate the provisioning process and required parameters to customer System Administrator.

### Customer Responsibilities

- Download and install the latest version of the RadioCentral programming client.
- Provision balance of APX NEXT and APX N70 subscribers for SmartConnect using the RadioCentral client.
- Provision balance of APX subscribers for SmartConnect using Radio Management or CPS software.
- Update the provisioning parameters of any existing subscribers that will utilize SmartConnect capability.

### Completion Criteria

- All subscribers covered by a SmartConnect feature subscription are provisioned with SmartConnect parameters.

## 2.2.11 Operational Demonstration

After the solution deployment, Motorola Solutions will provide an operational demonstration to the customer project manager, system administrator, and end user representatives.

### Motorola Solutions Responsibilities

- Provide the Operational Demonstration Script
- Demonstrate SmartConnect operation.

### Customer Responsibilities

- Participate in SmartConnect demonstration.

### Completion Criteria

- Complete after successful demonstration of SmartConnect operation.

## 2.2.12 SmartConnect Training - Optional

SmartConnect Administrator and User training classes are available online. Access to online SmartConnect training is provided by Motorola Solutions Software Enterprise Learning Experience Portal (LXP). This subscription service provides continual access to Motorola's library of online learning content and allows users the benefit of learning at times convenient to them. Content is added

and updated on a regular basis to keep information current. Online training enables Users to participate in training at their convenience.

The Customer's LXP Administrators use Panorama, a customer specific instance of the Learning Management System, to add/modify users, run reports, and add/modify groups, and define Learning Paths. Groups are a more granular segmentation of the LXP that are generally utilized to separate learners by function (i.e. dispatchers, call takers, patrol, and firefighter). A Learning Path is a collection of courses that follow a logical order, and may or may not enforce linear progress.

### **Motorola Solutions Responsibilities**

- Setup Panorama and add customer specified LXP administrators.
- Provide administrators access to learning services.motorolasolutions.com.

### **Customer Responsibilities**

- Provide Motorola Solutions with names (first and last) and emails of Customer LXP administrators.
- Assure all System Administrators complete LXP Administrator training. The training covers:
  - Adding and maintaining Users
  - Adding and maintaining Groups
  - Assigning courses and Learning Paths
  - Running reports.
- Advise users of the availability of the LXP and SmartConnect training class.
- Add/modify users, run reports and add/modify groups

### **Completion Criteria**

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

## **2.2.13 Project Finalization and Handover to Support**

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity, Motorola Solutions will transition responsibility for SmartConnect from the Project Manager to the Motorola Solutions support team. The Customer's Project Manager will transition support to the System Administrator(s).

### **Motorola Solutions Responsibilities**

- Verify project deliverables have been received by the Customer Project Manager
- Confirm with Customer that SmartConnect is available for Customers beneficial use.
- Provide the SmartConnect Configuration Document.
- Conduct a teleconference introducing Customer to Motorola Solutions Support organization. The purpose of the teleconference is to review the SmartConnect support process and obtain contact information with the Customer's assigned system administrator(s) and the Motorola Solutions Support Team

- Provide on-going support in accordance with the terms and conditions of the support agreement

### Customer Responsibilities

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager
- Participate in the support hand over teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information

### Completion Criteria

- Project finalization is complete upon delivery of the final SmartConnect Configuration Document and the conclusion of the teleconference with Motorola Solutions Support organization.

## 2.3 SmartLocate with Aware Enablement

### 2.3.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and the Customer during SmartLocate deployment. The deployment process is a collaborative effort between Customer system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning sessions
Data Collection & Planning	Aware overview, provisioning planning, and data collection
APX NEXT Provisioning	Configure APX NEXT and APX N70 subscribers for location reporting via LTE
Mapping Configuration	Configure connection to customer's ESRI/GIS system
Agency, User, and Device Setup	Configure agency, users, and devices on Aware cloud platform
Operational Demonstration	Demonstrate SmartLocate with Aware operation
Training	SmartLocate with Aware operational and administrator training



Project Finalization	Delivery of as-built documentation and hand over to support
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These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables that both Motorola Solutions and the Customer are responsible to complete. These are described in detail within the Statement of Work.

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

## 2.3.2 Project Roles

### **Motorola Solutions Project Manager**

The Motorola Solutions Project Manager is the single point of contact with the Customer Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of the Customer to Motorola Solutions Customer Support post deployment.

### **Motorola Solutions Cloud Activation Team Solutions Architect (SA)**

Provisions CommandCentral Aware and conducts operational demonstration. Provisions initial APX NEXT location device parameters. Validates location reporting via broadband network. Performs SmartLocation demonstration.

### **Motorola Solutions Support**

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer Support Plan.

### **Customer Project Manager**

The Customer Project Manager is responsible for scheduling and coordinating Customer/agency resources and task completion. The Customer Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Customer tasks in accordance with the project schedule.

### **Customer System Administrator(s)**

Responsible for User and radio subscriber provisioning via CommandCentral Admin, ESRI GIS system access and basemap definition, and ongoing coordination with Motorola Solutions Systems Support.

## 2.3.3 Project Documentation

The following documents are delivered during the deployment process. Some are standard product documentation and others are project specific and are produced during the project.

## **Product Documentation**

**CommandCentral System Administration Guide.** The Administration Guide includes information about the CommandCentral Admin tool, User provisioning, and other system administration tasks.

## **Project Documentation**

**SmartLocate with Aware Configuration Document.** Describes the SmartLocate with Aware configuration including APX NEXT and APX N70 provisioning parameters, and CommandCentral Aware configuration. It is created during the project, is used to configure and validate application and network configurations, and finalized to serve as project as-built documentation. Provided to both the Customer and the Motorola Solutions Support Team.

**Operational Demonstration Script.** The Operational Demonstration Script provides a customer-specific procedure for validating system configuration and operation. It references the customer specifics detailed in the Configuration Document.

## **2.3.4 Project Initiation**

Project initiation occurs after procurement of SmartLocate Enablement and notice to proceed is received. During this phase the Motorola Solutions and Customer project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for the specific SmartLocate with CommandCentral Aware deployment activities.

### **Motorola Solutions Responsibilities**

- Schedule a kick-off call between Customer and Motorola Solutions project managers
- Establish communications plan
- Review project work plan, schedule, and resources
- Provide standard product documentation
  - CommandCentral System Administration Guide
  - CommandCentral Network Connectivity Guide
  - User Guide

### **Customer Responsibilities**

- Customer project manager coordinates with agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete Customer tasks
- Review the Solution Description and prerequisites with customer project team. Assure that all required components are in place or initiate their procurement
- Schedule agency personnel time to participate in the deployment process.

### **Completion Criteria**

- Complete when Motorola Solutions and Customer project teams are identified and deployment tasks are assigned and scheduled.

### 2.3.5 ASTRO Infrastructure Preparation

SmartLocate does not utilize the ASTRO infrastructure so there are no infrastructure software version, ASTRO hardware components, or data capacity requirements.

It is possible to obtain the location of APX subscribers via the ASTRO system and display the location on the Aware client. This type of operation requires additional equipment, software and services including IMW, Cloud Connect, IMW Connector, and an ASTRO data capacity study. These elements are not included with SmartLocate Enablement.

#### Motorola Solutions Responsibilities

- This SmartLocate with CommandCentral Aware project does not include any services related to the implementation of Aware functionality other than APX NEXT and APX N70 location over broadband.

#### Customer Responsibilities

- Determine if any additional Aware functionality is desired and work with Motorola Solutions Sales representative to define the scope and obtain a proposal.

#### Completion Criteria

- Information only.

### 2.3.6 Data Collection and Planning Session

Motorola Solutions will conduct a remote working session with the customer System Administrators and agency user representatives to provide an overview of Aware operation, collect provisioning data, plan the Aware group and agency configurations. This activity is performed via teleconference.

#### Motorola Solutions Responsibilities

- Conduct a remote, one to two hour, planning session with representatives of each agency using SmartLocate.
- Review CommandCentral Aware functionality and configuration options.
- Document each agency's configuration, admin users, initial subscribers and users.

#### Customer Responsibilities

- Schedule planning session with representatives of each agency.
- Provide Administrator, User, Subscriber, and Group information for provisioning.

#### Completion Criteria

- Planning sessions completed.

## 2.3.7 APX NEXT and APX N70 Provisioning

APX NEXT and APX N70 subscribers must be configured to report their GPS location via a LTE network. Subscriber locations are then sent via the broadband network to CommandCentral Aware. Customers are able to monitor the location of APX NEXT and APX N70 devices on the CommandCentral Aware client.

### Motorola Solutions Responsibilities

- Verify that location updates are received from the Customer's provisioned APX NEXT and APX N70 subscribers.

### Customer Responsibilities

- Assure that APX NEXT and APX N70 subscribers have been provisioned on the ASTRO system.
- Assure that the APX NEXT and APX N70 subscribers are programmed. Motorola Solutions includes Initial Programming support services with the first APX NEXT and APX N70 order.
- Update the APX NEXT and APX N70 Codeplugs with the following SmartLocation parameters.
  - Location Enable - On
  - Location Reporting - Broadband or Broadband Preferred (if Aware Mapping is part of the solution)

### Completion Criteria

- All APX NEXT and APX N70 subscribers configured to report location.

## 2.3.8 CommandCentral Aware Geospatial Mapping Configuration

CommandCentral Aware can display Unit location data on a generic base map or on the customer's ESRI map. A single base map layer is included with SmartLocate with Aware. Aware supports multiple map layers which may be added separately.

### Motorola Solutions Responsibilities

- Install and configure the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).
- Test mapping layers and links in accordance with the system Design Document.

### Customer Responsibilities

- Specify and publish the desired GIS map for use with SmartLocate with Aware.
- Provide URL and access credentials for customer's ESRI/GIS system.

### Completion Criteria

- CommandCentral Aware browser client is able to display the Customer's ESRI map.

## 2.3.9 CommandCentral Aware Agency, User, and Device Setup

The Customer's Agency, Users, and Radio Subscribers must be provisioned within the CommandCentral Cloud Platform using the CommandCentral Admin tool. The provisioning process allows the Agency to define the specific capabilities and permissions of each user. Motorola Solutions will provision the Customer's current inventory of APX NEXT and APX N70 subscribers. The Customer will assume responsibility to provision all subsequently procured APX NEXT and APX N70 devices.

### Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and Customer's agency(s) within the CommandCentral cloud platform. This activity will be initiated during the order process.
- Provision CommandCentral Aware Users, Subscribers, Groups, and layers based on the information collected during the Data Collection and Planning Session activity.
- Use the CommandCentral Admin tool to provision CommandCentral Aware based on the information collected during the Data Collection and Planning Session activity:
  - Setup Command Central administration and user passwords
  - Provision agency's Users (officers)
  - Provision permissions per User
  - Provision agency's radio subscriber devices
  - Provision User to radio subscriber

### Customer Responsibilities

- Identify System Administrator(s)
- Assure all System Administrators complete the CommandCentral Admin training
- Use the CommandCentral Admin tool to provision all APX NEXT and APX N70 subscribers procured after the completion of the SmartLocate enablement project.

### Completion Criteria

- All agencies, users and APX NEXT and APX N70 subscribers are provisioned.

## 2.3.10 CommandCentral Aware Client

CommandCentral Aware is a SaaS application that is accessed via a web browser. The Client in this context consists of a workstation and web browser.

### Motorola Solutions Responsibilities

- Provide URL and System Administrator credentials for accessing the Aware application.

### Customer Responsibilities

- Provide client workstations, web browsers, and network connectivity suitable for accessing the Aware application.

### **Completion Criteria**

- Aware access is available from customer client(s).

## **2.3.11 Operational Demonstration**

After the solution deployment, Motorola Solutions will provide an operational demonstration to the customer project manager, system administrator, and end user representatives. The objective of the functional demonstration is to validate Customer access to CommandCentral Aware via browser client and demonstrate the map display and location updates. This activity is performed via teleconference.

### **Motorola Solutions Responsibilities**

- Facilitate a teleconference to perform an operational demonstration of the SmartLocate and Aware Mapping solution.
- Demonstrate the APX NEXT and APX N70 subscriber location is displayed on the CommandCentral Aware web client.
- Correct any configuration issues impacting access to Aware features, map display, or location updates.

### **Customer Responsibilities**

- Review and agree to the scope of the demonstration script.
- Participate in SmartLocate with CommandCentral Aware demonstration.
- Witness the operational demonstration and acknowledge its completion.
- Provide Motorola Solutions with any requests for feature enhancements.

### **Completion Criteria**

- Complete after successful demonstration of SmartLocate with CommandCentral Aware operation.

## **2.3.12 CommandCentral Aware Training - Optional**

CommandCentral SmartLocate Administrator and User training classes are available online. Access to online CommandCentral Aware training is provided by Motorola Solutions Software Enterprise Learning Experience Portal (LXP) <https://learning.motorolasolutions.com>. This subscription service provides continual access to Motorola's library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Online training enables Users to participate in training at their convenience.

- CommandCentral Aware Map View Basics
- CommandCentral Aware End User Training



- CommandCentral Aware Cloud - Customer Administration

### **Motorola Solutions Responsibilities**

- Provide administrators access to the Learning Experience Portal (LXP).

### **Customer Responsibilities**

- Provide Motorola Solutions with names (first and last) and emails of Customer LXP administrators.
- Assure all System Administrators complete LXP Administrator training. The training covers:
  - Adding and maintaining Users
  - Adding and maintaining Groups
  - Assigning courses and Learning Paths
  - Running reports.
- Advise users of the availability of the LXP and SmartLocate with CommandCentral Aware class.
- Add/modify users, run reports and add/modify groups

### **Completion Criteria**

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

## **2.3.13 Project Finalization and Handover to Support**

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity, Motorola Solutions transitions responsibility for SmartLocate with CommandCentral Aware from the Project Manager to the Motorola Solutions support team. The Customer's Project Manager transitions support to the System Administrator(s).

### **Motorola Solutions Responsibilities**

- Verify project deliverables have been received by the Customer Project Manager
- Confirm with Customer that SmartLocate with Aware is available for Customer beneficial use.
- Provide the SmartLocate with Aware Configuration Document.
- Conduct a teleconference introducing Customer to Motorola Solutions Support organization. The purpose of the teleconference is to review the support process and obtain contact information with the Customer's assigned system administrator(s) and the Motorola Solutions Support Team
- Provide on-going support in accordance with the terms and conditions of the support agreement

### **Customer Responsibilities**

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project

**Manager**

- Participate in the support handover teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information

**Completion Criteria**

- Project finalization is complete upon conclusion of the teleconference with Motorola Solutions Support organization.

## 2.4 SmartMapping Enablement

### 2.4.1 Overview

The Statement of Work defines the principal activities and responsibilities of Motorola Solutions and the Customer during SmartMapping deployment. The deployment process is a collaborative effort between Customer system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning sessions.
Data Collection & Planning	SmartMapping overview, provisioning planning, and data collection.
SmartMapping Provisioning	Provision SmartMapping subscribers and groups.
APX NEXT and APX N70 Programming	Program APX NEXT and APX N70 subscribers for SmartMapping operation.
Operational Demonstration	Demonstrate SmartMapping with Aware operation.
Training	SmartMapping User and Administrator training.
Project Finalization	Delivery of as-built documentation and hand over to support.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables that both Motorola Solutions and the Customer are responsible to complete. These are described in detail within the Statement of Work.

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

## 2.4.2 Project Roles

### **Motorola Solutions Project Manager**

The Motorola Solutions Project Manager is the single point of contact with the Customer Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of the Customer to Motorola Solutions Customer Support post deployment.

### **Motorola Solutions Solutions Architect (SA)**

Provides the solution overview, performs provisioning planning and data collection, provisions CommandCentral Mapping Users, Devices, and Groups, and conducts an operational demonstration.

### **Motorola Solutions Support**

Motorola Solutions Support organization provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer Support Plan.

### **Customer Project Manager**

The Customer Project Manager is responsible for scheduling and coordinating Customer/agency resources and task completion. The Customer Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Customer tasks in accordance with the project schedule.

### **Customer System Administrator(s)**

Responsible for provisioning via CommandCentral Admin after initial implementation and ongoing coordination with Motorola Solutions Systems Support.

## 2.4.3 Project Documentation

The following documents are delivered during the deployment process. Some are standard product documentation and others are project specific and are produced during the project.

### **Product Documentation**

**CommandCentral System Administration Guide.** The Administration Guide includes information about the CommandCentral Admin tool, User provisioning, and other system administration tasks.

### **Project Documentation**

**SmartMapping Configuration Document.** Describes the SmartMapping configuration including APX NEXT and APX N70 provisioning parameters, and SmartMapping configuration. It is created during the project, is used to configure and validate application and network configurations, and finalized to serve as project as-built documentation. Provided to both the Customer and the Motorola Solutions Support Team.

**Operational Demonstration Script.** The Operational Demonstration Script provides a customer-specific procedure for validating system configuration and operation. It references the customer specifics detailed in the Configuration Document.

## 2.4.4 Project Initiation

Project initiation occurs after procurement of SmartMapping Enablement and notice to proceed is received. During this phase the Motorola Solutions and Customer project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for the specific SmartMapping with CommandCentral Aware deployment activities.

### Motorola Solutions Responsibilities

- Schedule a kick-off call between Customer and Motorola Solutions project managers.
- Establish communications plan.
- Review project work plan, schedule, and resources.
- Provide standard product documentation.
- CommandCentral System Administration Guide.
- User Guide.

### Customer Responsibilities

- Customer project manager coordinates with agency(s) and identifies the subject matter experts, system administrators, and network administrators that will participate in the project and complete Customer tasks.
- Review the Solution Description and prerequisites with the customer's project team. Assure that all required components are in place or initiate their procurement.
- Schedule agency personnel time to participate in the deployment process.

### Completion Criteria

- Complete when Motorola Solutions and Customer project teams are identified and deployment tasks are assigned and scheduled.

## 2.4.5 ASTRO 25 Infrastructure Preparation

SmartMapping does not utilize the ASTRO 25 infrastructure so there are no infrastructure software version dependencies, ASTRO 25 hardware components, or data capacity requirements.

It is possible to obtain the location of APX subscribers via the ASTRO 25 system and display the location on SmartMapping clients and the Aware client. This type of operation requires additional

equipment, software and services including IMW, Cloud Connect, IMW Connector, and an ASTRO 25 data capacity study. These elements are not included with SmartMapping Enablement.

### **Motorola Solutions Responsibilities**

- No deliverables.

### **Customer Responsibilities**

- Determine if any additional CommandCentral Aware functionality is desired and work with Motorola Solutions Sales representative to define the scope and obtain a proposal.

### **Completion Criteria**

- Information only.

## **2.4.6 Data Collection and Planning Session**

The Motorola Solutions SA will conduct a remote working session with the customer System Administrators and agency user representatives to provide an overview of SmartMapping operation, collect provisioning data, plan the SmartMapping group and agency configurations. This activity is performed via teleconference.

### **Motorola Solutions Responsibilities**

- Conduct a remote, one to two hour, planning session with representatives of each agency using SmartMapping.
- Review SmartMapping functionality and configuration options.
- Document each agency's configuration, admin users, initial subscribers and users.
- Document the SmartMapping agency group names, display icon (pick from list), member device IDs, and Unit Alias (map display name).
- Document the SmartMapping groups visible for each SmartMapping user account.

### **Customer Responsibilities**

- Schedule planning session with representatives of each agency.
- Provide Administrator, User, Subscriber, and Group information for provisioning.

### **Completion Criteria**

- Planning sessions completed.

## **2.4.7 SmartMapping Provisioning**

SmartMapping users, subscribers, and groups must be provisioned within CommandCentral Admin. A Motorola Solutions SA will provision SmartMapping based on the information gathered during the Data Collection and Planning sessions. After provisioning, the SA will review the configuration with the customer System Administrators via teleconference.

### Motorola Solutions Responsibilities

- Provision all of the Customer's APX NEXT and APX N70 devices covered by a SmartMapping subscription.
- Provision SmartMapping Users.
- Provision SmartMapping Groups.
- Assign each subscriber's display groups. (Total displayed devices should not exceed 500 devices. This is intended to maximize performance).
- Review CommandCentral SmartMapping provisioning with System Administrator.

### Customer Responsibilities

- Review SmartMapping provisioning.
- Customer's System Admin is responsible for maintaining the SmartMapping provisioning in CommandCentral Admin and provisioning any APX NEXT and APX N70 subscribers or SmartMapping subscriptions procured after the initial enablement project.

### Completion Criteria

- SmartMapping provisioning completed.

## 2.4.8 APX NEXT Programming

APX NEXT subscribers must be updated with the latest subscriber firmware and have SmartMapping enabled.

### Motorola Solutions Responsibilities

- No responsibilities.

### Customer Responsibilities

- Assure that APX NEXT and APX N70 subscribers have been provisioned on the ASTRO 25 system.
- Assure that a minimum-tiered DMS Essential contract is in place for each APX NEXT subscriber.
- Download and install the latest version of the RadioCentral programming client.
- Update the APX NEXT firmware to version 2020.2 or later.
- Assure that APX NEXT and APX N70 subscribers' code plug configurations have been provisioned in RadioCentral and that the configuration changes have been pushed to the APX NEXT and APX N70 subscribers.
- Provision all APX NEXT and APX N70 subscribers for SmartMapping using the RadioCentral client.
  - Radio wide features / location.
    - Location Enable - On



- Mapping Mode = SmartMapping

### Completion Criteria

- All APX NEXT and APX N70 subscribers operational with suitable firmware version and SmartMapping enabled.

## 2.4.9 Operational Demonstration

After the solution deployment, Motorola Solutions will provide an operational demonstration to the customer project manager, system administrator, and end user representatives. The objective of the functional demonstration is to validate and demonstrate the SmartMapping display on APX NEXT devices. This activity is performed via teleconference.

### Motorola Solutions Responsibilities

- Create a functional demonstration script.
- Conduct the demonstrations remotely using a web meeting.
- Demonstrate that the location of devices in the specified groups are displayed on the APX NEXT and APX N70 SmartMapping application.
- Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by Customer or Motorola Solutions during the demonstration.

### Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Participate in a SmartMapping demonstration.
- Conduct the SmartMapping demonstration with remote support from Motorola Solutions. This demonstration must be performed locally with at least one APX NEXT and APX N70 device. Ideally, devices from all defined SmartMapping groups should be active and reporting their location during the demonstration.
- Witness the operational demonstration and acknowledge its completion.
- Provide Motorola Solutions with any requests for feature enhancements.

### Completion Criteria

- Complete after successful demonstration of SmartMapping operation.

## 2.4.10 SmartMapping Training

SmartMapping Administrator and User training classes are available online. Access to online SmartMapping training is provided by Motorola Solutions Software Enterprise Learning Experience Portal (LXP). Some trainings may be at an additional cost and are not included in this proposal. This subscription service provides continual access to Motorola Solutions' library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Online training enables users to participate in training at their convenience.

The Customer's LXP Administrators use Panorama, a customer specific instance of the Learning Management System, to add/modify users, run reports, and add/modify groups, and define Learning Paths. Groups are a more granular segmentation of the LXP that are generally used to separate learners by function (i.e. dispatchers, call takers, patrol, firefighter). A Learning Path is a collection of courses that follow a logical order, and may or may not enforce linear progress.

### **Motorola Solutions Responsibilities**

- Setup Panorama and add customer specified LXP administrators.
- Provide administrators access to [learning.services.motorolasolutions.com](https://learning.services.motorolasolutions.com).

### **Customer Responsibilities**

- Provide Motorola Solutions with names (first and last) and emails of Customer LXP administrators.
- Assure all System Administrators complete LXP Administrator training. The training covers:
  - Adding and maintaining Users.
  - Adding and maintaining Groups.
  - Assigning courses and Learning Paths.
  - Running reports.
- Advise users of the availability of the LXP and SmartMapping with CommandCentral Aware class.
- Add/modify users, run reports and add/modify groups.

### **Completion Criteria**

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

## **2.4.11 Project Finalization and Handover to Support**

Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity Motorola Solutions transitions responsibility for SmartMapping from the Project Manager to the Motorola Solutions support team. The Customer's Project Manager transitions support to the System Administrator(s).

### **Motorola Solutions Responsibilities**

- Verify project deliverables have been received by the Customer Project Manager.
- Confirm with Customer that SmartMapping is available for Customer beneficial use.
- Provide the SmartMapping Configuration Document.
- Conduct a teleconference introducing Customer to Motorola Solutions Support organization. The purpose of the teleconference is to review the support process and obtain contact information with the Customer's assigned system administrator(s) and the Motorola Solutions Support Team.

- Provide on-going support in accordance with the terms and conditions of the support agreement.

### **Customer Responsibilities**

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager.
- Participate in the support handover teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information.

### **Completion Criteria**

- Project finalization is complete upon conclusion of the teleconference with Motorola Solutions Support organization.

## **2.5 APX Radio Deployment**

In addition to APX NEXT and APX N70 portables, the following equipment is also included in this proposal.

- 52 APX 8000XE portables
- 3 APX 900 portables
- 68 APX 1500 mobiles
- 2 APX 1500 Control Station
- 19 APX 8500 all band mobiles
- 10 APX Single Band Console
- 239 APX 6500 mobiles

### **2.5.1 Program Subscribers and Install Mobiles**

#### **Motorola Solutions Responsibilities**

- Asset tag new equipment.
- Develop the equipment list for property reporting.
- Program APX8000XE, APX 900, APX1500, APX8500, APX Console and APX6500 in accordance with the Customer-provided programming templates.
- KeyLoad the encryption enabled radios with the approved encryption list.
- Tag all mobiles with template information for installation of equipment.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- The following guidelines are followed during installation:
  - A “one-time only” programming charge is included in the project price.
  - Installations utilize the standard mobile mounting hardware provided with the type of unit.
  - Obtain main power leads from a voltage source as supplied in the mobiles.

- Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
- Motorola will determine an alternative location whenever the antennas cannot be installed on the roof.
- Plug the old antenna hole with an appropriate rubber plug if the antenna requires a new location on the vehicle.
- Remove the existing mobiles from the vehicles at the time of installation of new radios (if included).

### Customer Responsibilities

- Test and verify each feature selected prior to the deployment.
- Approve successful testing of each feature by initialing each test shown on the test script.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
- If any installations require variations from the approved plan, the Customer must approve, before proceeding with the variance.

### Completion Criteria

- All portables are programmed and approved by the Customer.
- All mobiles are programmed and installed successfully and approved by the Customer.

## 2.6 APX NEXT Device Management Services – Advanced with Accidental Damage

### 2.6.1 Overview

Device Management Services (“DMS”) is a tiered offering that efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Advanced services allow customers to more efficiently manage their devices with enhanced tools and capabilities.

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

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

## 2.6.2 Hardware Repair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version.

### Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer's site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
  - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

## Limitations and Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.
- Motorola Solutions is not obligated to provide support for any device that has been subject to the following:
  - Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.



- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

### 2.6.3 Accidental Damage

An add-on to Hardware Repair, Accidental Damage provides repair coverage for internal and external device components damaged due to accidents or that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola Solutions hardware purchase. This offer reduces unexpected expenses relating to the repair of the device.

Accidental Damage coverage includes all Hardware Repair services, and expands coverage to include Accidental Damage. Examples of items included under Accidental Damage Coverage are:

- Electrical repair for components that are not working in accordance with published specifications
- Electrical repair for failures caused by accidental water damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken displays.
- Replacement of accidentally cracked or broken or missing keypads/buttons.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer's firmware version. The Customer may need to downgrade the firmware on the replacement device.

#### **Added Motorola Solutions Responsibilities for Accidental Damage**

- Repair or replace accidentally damaged device, as determined by Motorola Solutions.

#### **Limitations and Exclusions**

In addition to applicable Limitations and Exclusions for Hardware Repair, Accidental Damage limits or excludes the following:

- There is a limit of one device repair per device/per contract year with Accidental Damage coverage. This exclusion does not apply to repairs to malfunctioning components. Motorola Solutions will repair malfunctioning components covered by the standard Hardware Repair service as needed.

- Where ongoing “accidental damage” is deemed by Motorola Solutions to be excessive, systemic or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola Solutions’ discretion and prevailing charges for devices deemed by Motorola Solutions to have been damaged through improper handling, carelessness, or reckless use.
- Accidental Damage is quoted on a per-unit basis, is prepaid, non-cancellable, and non-refundable for the purchased service term.

## 2.6.4 Device Technical Support

Motorola Solutions’ Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer’s behalf.

### Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

### Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

### Limitations and Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

## 2.6.5 Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

### Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates via the RadioCentral cloud server. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through RadioCentral.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

### **Customer Responsibilities**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **2.6.6 RadioCentral Access**

RadioCentral provides radio provisioning and programming capability with the convenience and security delivered by cloud hosting. Device information will be loaded into the Motorola Solutions-hosted database directly from the factory, and the Customer can use their own computer equipment to configure codeplugs before the device arrives. Software updates and device configuration changes can be set up from anywhere with an Internet connection and pushed out through Wi-Fi or LTE (SmartProgramming) to keep devices up to date and officers in the field.

With DMS Advanced, the Customer can use RadioCentral's batching capabilities for efficient programming and easy fleet management.

Outside of pre-announced maintenance periods, RadioCentral will be available on a best effort 24/7 basis. Broadband network and cloud performance may reduce availability.

### **Motorola Solutions Responsibilities**

- Host the RadioCentral server software in a secure cloud environment.
- Keep the RadioCentral server software up-to-date with all software and security patches.
- Keep the RadioCentral database backed up and restore backups, as needed.
- Populate the RadioCentral database with device serial numbers, model information, feature information, and default codeplugs.
- Provide access information (login information, IP addresses, and port numbers as needed), as well as current RadioCentral Client software downloads via MyView Portal.
- Ensure that RadioCentral is accessible to Wi-Fi and LTE connected devices.
- Provide a link between RadioCentral and MyView Portal.
- Monitor the status of the RadioCentral cloud platform.

- Notify the Customer via Remedy of any scheduled maintenance or other planned outages.
- Notify the Customer through Remedy and MyView Portal of any unplanned outages.
- Provide authorized administrator access to RadioCentral via a third-party identity management system.

### **Customer Responsibilities**

- Provide contact information, including email addresses, for the RadioCentral administrator.
- Provide contact information, including email addresses, for the radio provisioning agency or agencies.
- Administer provisioning agency RadioCentral accounts.
- Provide a Wi-Fi network with Internet access for device programming.
- Provide and maintain the required RadioCentral client computer(s).
- Provide internet access for the RadioCentral client computer.
- Maintain the configuration database.
- Program devices using RadioCentral as needed.

### **Limitations and Exclusions**

- RadioCentral programming is limited to LTE and Wi-Fi programming only. Over-the-air programming (via the LMR system) and Bluetooth programming are not supported.

## **2.6.7 RadioCentral Technical Support**

For RadioCentral Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

### **Motorola Solutions Responsibilities**

- Monitor the status of the RadioCentral cloud platform.
- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to RadioCentral. Customer Data may be accessed by Motorola Solutions employees residing outside of the Customer's country for the sole purpose of providing such support.

### **Customer Responsibilities**

- Use the provided methods to contact Motorola Solutions technical support.

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for on-site technicians in the event that Motorola Solutions has to follow up.

### **Limitations and Exclusions**

- Initial fleetmap template creation or consultation required to assemble a fleetmap strategy is excluded.
- Motorola Solutions Technical Support will not accept radio programming assistance calls. Support is limited to the correction of defects with the RadioCentral programming tool.

## **2.6.8 MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. MyView Portal displays the serial number, configuration, and firmware versions of all the APX NEXT devices in the Customer's fleet. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

The Customer can also access fleet level reports, charts, and graphs that make it easy to spot fleet level trends and trends over time, improving the fleet management experience.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

### **Motorola Solutions Responsibilities**

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.
- Establish and maintain connectivity between RadioCentral and MyView Portal.

### **Customer Responsibilities**

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.

- Provide Motorola Solutions with updated equipment information, as needed.

## 2.6.9 DMS Priority Levels

For RadioCentral cloud-based elements, the following Priority Levels and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Technical Response Time
<b>Critical P1</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues.</li> <li>Functional failures affecting more than 50% of devices.</li> </ul>	1 hour 24/7
<b>High P2</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues.</li> <li>Functional failures affecting more than 15% of devices.</li> </ul>	4 hours 24/7
<b>Medium P3</b>	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> <li>Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO 25 system connectivity issues.</li> <li>Functional failures affecting LESS than 15% of devices.</li> </ul>	24 hours 8 x 5 business hours
<b>Low P4</b>	
Items include: <ul style="list-style-type: none"> <li>Documentation questions.</li> <li>General informational questions.</li> <li>Other Investigations not marked as a higher priority level.</li> </ul>	7 business days
For issues deemed to be Critical P1, High P2, and Medium P3, the Customer will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).	



## 2.7 MPLS and Virtual Prime

### Motorola Solutions Responsibilities

Motorola Solutions' general responsibilities include the following:

- MPLS
  - Install MPLS at 5 RF and 1 Dispatch Site
  - Reconfigure system for MPLS
  - Cutover to MPLS
- Virtual Prime
  - Install new virtual prime at Callahan
  - Cutover to Virtual Prime at Callahan
  - Upgrade existing G series prime at Yulee to Virtual Prime.
  - Cutover to Virtual Prime at Yulee
- Schedule the implementation and cutovers in agreement with Nassau County.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Update System Documentation.
- Provide Nassau County with the appropriate system interconnect specifications.

### Customer Responsibilities

Nassau County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. General responsibilities for Nassau County include the following:

- Provide all buildings, equipment shelters required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Nassau County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Nassau County will provide suitable work area(s) for radio programming activities and allow for an acceptable stream of radios to be made available.

## Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Nassau County.
- Any required system interconnections not specifically outlined here will be provided by Nassau County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No testing or coverage guarantee is included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Nassau County's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

## 2.8 UPS Installations

### Motorola Solutions Responsibilities

Motorola's general responsibilities include the following:

Perform the installation of the Motorola supplied equipment described in the equipment list:

- Yulle Site:
  - ◆ Install new modular UPS, battery modules and commission unit.
  - ◆ Install Maintenance Bypass Switch (MBS) on north wall.
  - ◆ Install new conduits from main panel to MBS to UPS and MBS to UPS panel 1 and 2.
  - ◆ Cutover of loads from UPS panel 1 to UPS panel 2 and then UPS panel 2 to UPS panel 1.
  - ◆ Start up of new UPS.
  - ◆ Remove old UPS and MBS.
  - ◆ Install temp power outlets from generator panel to cable tray for temp power during cutover from UPS. Remove temp power when complete.
  - ◆ Deliver old UPS and MBS to Nassau County storage within 20 miles
  - ◆ Reconnect and verify functionality of Astro 25 equipment.
- Fernandina Beach and Callahan:
  - ◆ Install temp power feeds from normal power for equipment cutover.
  - ◆ Install UPS cabinet, UPS modules, Battery modules and MBS.

- ◆ Install new conduit and wire from main panel to MBS, MBS to UPS(s) and MBS to UPS panel.
  - ◆ Start up of new UPS
  - ◆ Once start up is complete remove existing UPS and MBS
  - ◆ Deliver old UPS and MBS to Nassau County storage within 20 miles.
  - ◆ Reconnect and verify functionality of Astro 25 equipment.
- Schedule the implementation in agreement with Nassau County.
  - Coordinate the activities of all Motorola subcontractors under this contract.
  - Administer safe work procedures for installation.

## Customer Responsibilities

Nassau County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for Nassau County include the following:

- Provide all buildings, equipment shelters as required.
- Obtain all licensing, site access, or permitting required for project implementation.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Nassau County vendors or other contractors, if applicable.
- Nassau County representative will work with Motorola Solutions on the cutover plan and will coordinate with the end users.

## Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Approved local, State or Federal **permits** as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- All work is to be performed between 8:00 AM and 5:00 PM.
- Monitoring configuration and implementation is not included in this proposal.
- Motorola's proposal is conditioned upon the ability of Motorola to complete the project at the prices set forth herein. Due to significant market volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, Motorola reserves the right to

review all material pricing prior to placing any order for materials or equipment required for new towers or shelters and related civil work at each site in order to verify price validity. In the event of a cost increase in material, equipment or energy occurring during performance of the project through no fault of Motorola, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents.

- The freight rates are estimated. Motorola reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

**Section 3**

# Training

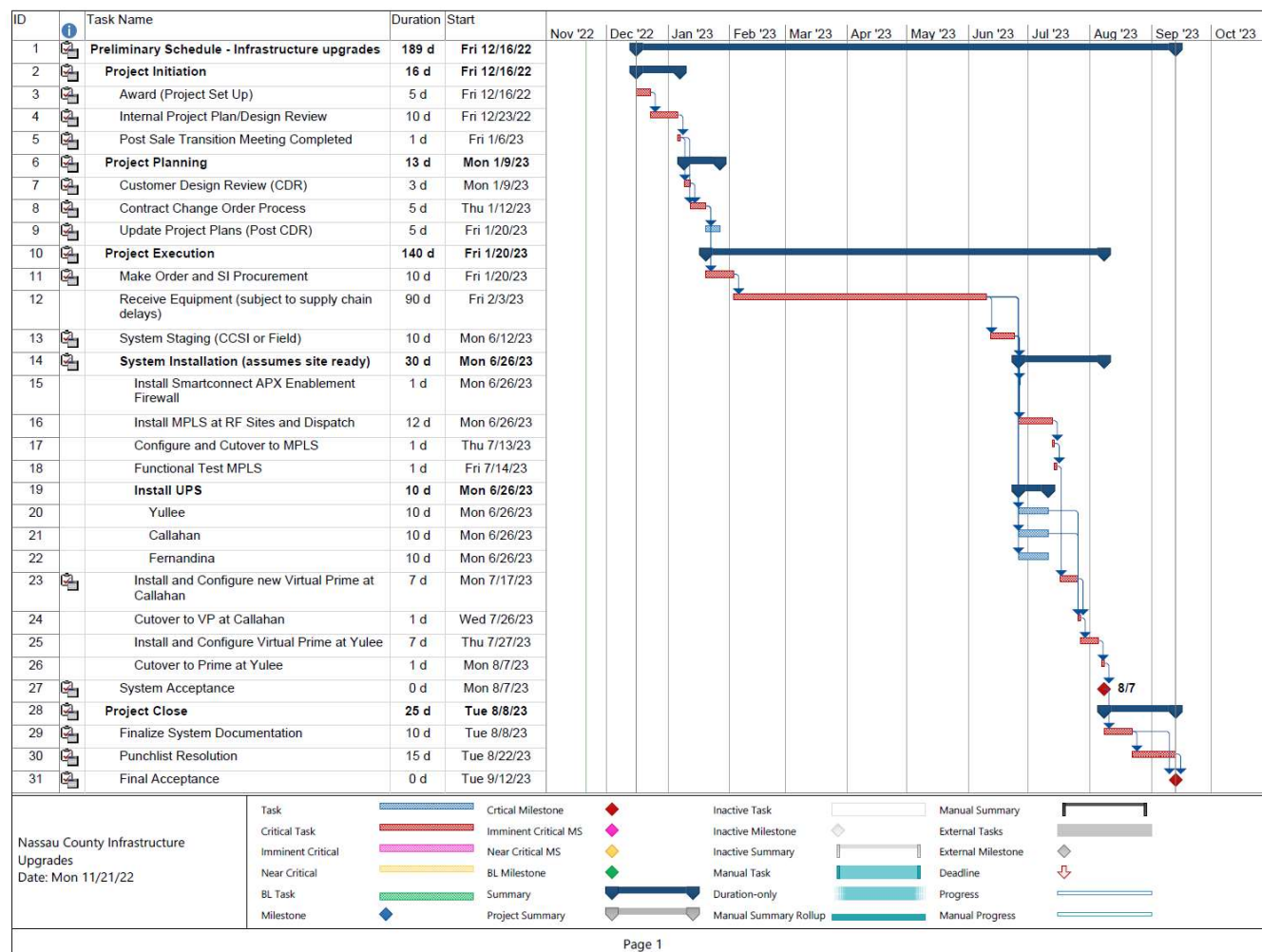
In addition to online training as described in the APX Next section, this proposal includes the following training to be provided by Motorola Solutions partner, EMCI.

- Review APX NEXT deployment process with Customer.
- Provide Customer with insight on best practices for a successful deployment.
- Guide customer step by step through the items needed to deploy MyView, Radio Central, and CommandCentral Aware Mapping during the deployment process.
- Provide a single remote training session for each application (MyView, Radio Central, and CommandCentral Aware Mapping) to ensure Customer can add/edit radio users as needed within each application.

## Section 4

# Preliminary Schedule

The preliminary schedule below includes the infrastructure upgrades. A separate schedule may be provided for subscriber programming and deployment.





## Section 5

# Service/Warranty

Standard Motorola Solutions warranty applies per contract.

## Section 6

## Equipment List

Agency	Item Number	Description	Quantity	Term	Unit Sale Price	Ext. Sale Price
	APX™ NEXT					
SHERIFF & EM	H55TG9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE.	15		\$6,015.93	\$90,238.95
SHERIFF & EM	QA02006AE	ADD: APX NEXT XE M4.5 RUGGED RADIO.	15		\$562.10	\$8,431.50
SHERIFF & EM	BD00001AA	ADD: CORE BUNDLE.	15		\$2,267.38	\$34,010.70
SHERIFF & EM	H499KC	ENH: SUBMERSIBLE (DELTA T).	15		\$0.00	\$0.00
SHERIFF & EM	H38DA	ADD: SMARTZONE OPERATION.	15		\$0.00	\$0.00
SHERIFF & EM	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	15		\$0.00	\$0.00
SHERIFF & EM	QA09028AA	ADD: VIQI VC RADIO OPERATION.	15		\$0.00	\$0.00
SHERIFF & EM	QA03399AK	ADD: ENHANCED DATA.	15		\$0.00	\$0.00
SHERIFF & EM	Q387CB	ADD: MULTICAST VOTING SCAN.	15		\$0.00	\$0.00
SHERIFF & EM	QA00580BA	ADD: TDMA OPERATION.	15		\$0.00	\$0.00
SHERIFF & EM	QA09001AM	ADD: WIFI CAPABILITY.	15		\$0.00	\$0.00
SHERIFF & EM	BD00010AA	ADD: SECURITY BUNDLE.	15		\$746.79	\$11,201.85
SHERIFF & EM	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	15		\$0.00	\$0.00
SHERIFF & EM	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	15		\$0.00	\$0.00
SHERIFF & EM	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	15		\$0.00	\$0.00
SHERIFF & EM	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	15		\$0.00	\$0.00
SHERIFF & EM	Q361CD	ADD: P25 9600 BAUD TRUNKING.	15		\$0.00	\$0.00
SHERIFF & EM	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	15		\$0.00	\$0.00
SHERIFF & EM	H637AA	ADD: APX NEXT DMS BUNDLE PROMO.	15		-\$22.95	-\$344.25
SHERIFF & EM	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO.	15		-\$300.00	-\$4,500.00
SHERIFF & EM	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO.	15		-\$56.00	-\$840.00
SHERIFF & EM	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US.	15		\$0.00	\$0.00
SHERIFF & EM	LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO.	15	12 MONTHS	\$179.40	\$2,691.00
SHERIFF & EM	SSV01P01407B	SMARTPROGRAMMING PROMO.	15	1 YEAR	\$75.00	\$1,125.00
SHERIFF & EM	SSV01P01406A	SMARTCONNECT PROMO.	15	1 YEAR	\$75.00	\$1,125.00
SHERIFF & EM	SSV01P01476A	SMARTLOCATE PROMO.	15	1 YEAR	\$75.00	\$1,125.00

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SHERIFF & EM	SSV01P01902A	SMARTMAPPING PROMO.	15	1 YEAR	\$75.00	\$1,125.00
SHERIFF & EM	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER.	15	1 YEAR	\$56.00	\$840.00
SHERIFF & EM	LSV01S01415A	APX NEXT DMS ADVANCED W ACC DMG.	15	48 MONTHS	\$844.00	\$12,660.00
SHERIFF & EM	SSV01S01407A	SMARTPROGRAMMING.	15	48 MONTHS	\$300.00	\$4,500.00
SHERIFF & EM	SSV01S01406A	SMARTCONNECT.	15	48 MONTHS	\$300.00	\$4,500.00
SHERIFF & EM	SSV01S01476A	SMARTLOCATE.	15	48 MONTHS	\$300.00	\$4,500.00
SHERIFF & EM	SSV01S01907A	SMARTMAPPING.	15	48 MONTHS	\$300.00	\$4,500.00
SHERIFF & EM	PSV00S01424A	APX NEXT PROVISIONING.	1		\$0.00	\$0.00
SHERIFF & EM	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1		\$0.00	\$0.00
SHERIFF & EM	PSV01S02944A	PROVISIONING SUPPORT.	1		\$0.00	\$0.00
	APX™ NEXT Accessories					
SHERIFF & EM	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA.	15		\$123.78	\$1,856.70
SHERIFF & EM	NNTN9217A	BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2.	15		\$188.70	\$2,830.50
SHERIFF & EM	PMMN4137ABLK	XVE500 REMOTE SPEAKER MICROPHONE, BLACK, NO CHANNEL KNOB.	15		\$469.10	\$7,036.50
	APX™ N70					
SHERIFF & EM	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE.	167		\$3,660.22	\$611,256.74
SHERIFF & EM	QA08824AA	ALT: 3.0" HOLSTER.	167		\$9.40	\$1,569.80
SHERIFF & EM	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US.	167		\$0.00	\$0.00
SHERIFF & EM	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	167		\$0.00	\$0.00
SHERIFF & EM	H637AB	ADD: APX N70 RADIO CENTRALPROMO CARVE OUT.	167		-\$32.04	-\$5,350.68
SHERIFF & EM	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO.	167		-\$300.00	-\$50,100.00
SHERIFF & EM	H638EB	ADD: N70 SMART LOCATE MAPPING TRIAL PROMO.	167		-\$56.00	-\$9,352.00
SHERIFF & EM	BD00001AA	ADD: CORE BUNDLE.	167		\$2,267.38	\$378,652.46
SHERIFF & EM	H499KC	ENH: SUBMERSIBLE (DELTA T).	167		\$0.00	\$0.00
SHERIFF & EM	H38DA	ADD: SMARTZONE OPERATION.	167		\$0.00	\$0.00
SHERIFF & EM	Q173CA	ADD: SMARTZONE OMNILINK.	167		\$0.00	\$0.00
SHERIFF & EM	Q361CD	ADD: P25 9600 BAUD TRUNKING.	167		\$0.00	\$0.00
SHERIFF & EM	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	167		\$0.00	\$0.00
SHERIFF & EM	QA00580BA	ADD: TDMA OPERATION.	167		\$0.00	\$0.00
SHERIFF & EM	QA09001AM	ADD: WIFI CAPABILITY.	167		\$0.00	\$0.00
SHERIFF & EM	QA03399AK	ADD: ENHANCED DATA.	167		\$0.00	\$0.00

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SHERIFF & EM	Q387CB	ADD: MULTICAST VOTING SCAN.	167		\$0.00	\$0.00
SHERIFF & EM	QA09028AA	ADD: VIQI VC RADIO OPERATION.	167		\$0.00	\$0.00
SHERIFF & EM	BD00010AA	ADD: SECURITY BUNDLE.	167		\$746.79	\$124,713.93
SHERIFF & EM	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	167		\$0.00	\$0.00
SHERIFF & EM	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	167		\$0.00	\$0.00
SHERIFF & EM	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	167		\$0.00	\$0.00
SHERIFF & EM	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	167		\$0.00	\$0.00
SHERIFF & EM	BD00037AA	ADD: AUDIO BUNDLE.	167		\$195.64	\$32,671.88
SHERIFF & EM	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION.	167		\$0.00	\$0.00
SHERIFF & EM	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION.	167		\$0.00	\$0.00
SHERIFF & EM	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME.	167		\$0.00	\$0.00
SHERIFF & EM	PSV00S01424A	APX NEXT PROVISIONING.	1		\$0.00	\$0.00
SHERIFF & EM	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG.	167	5 YEARS	\$570.00	\$95,190.00
SHERIFF & EM	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER.	167	1 YEAR	\$56.00	\$9,352.00
SHERIFF & EM	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1		\$0.00	\$0.00
SHERIFF & EM	SSV01P01407B	SMARTPROGRAMMING PROMO.	167	1 YEAR	\$75.00	\$12,525.00
SHERIFF & EM	SSV01P01406A	SMARTCONNECT PROMO.	167	1 YEAR	\$75.00	\$12,525.00
SHERIFF & EM	SSV01P01476A	SMARTLOCATE PROMO.	167	1 YEAR	\$75.00	\$12,525.00
SHERIFF & EM	SSV01P01902A	SMARTMAPPING PROMO.	167	1 YEAR	\$75.00	\$12,525.00
SHERIFF & EM	SSV01S01407A	SMARTPROGRAMMING.	167	4 YEAR	\$300.00	\$50,100.00
SHERIFF & EM	SSV01S01406A	SMARTCONNECT.	167	4 YEAR	\$300.00	\$50,100.00
SHERIFF & EM	SSV01S01476A	SMARTLOCATE.	167	4 YEAR	\$300.00	\$50,100.00
SHERIFF & EM	SSV01S01907A	SMARTMAPPING.	167	4 YEAR	\$300.00	\$50,100.00
SHERIFF & EM	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO.	167	1 YEAR	\$32.04	\$5,350.68
SHERIFF & EM	LSV01S03082A	RADIOCENTRAL PROGRAMMING.	167	4 YEARS	\$128.16	\$21,402.72
	APX™ N70 Accessories					
SHERIFF & EM	PMMN4142A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVP730 RSM.	167		\$354.78	\$59,248.26
SHERIFF & EM	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T.	167		\$164.61	\$27,489.87
SHERIFF & EM	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US.	167		\$151.21	\$25,252.07
SHERIFF & EM	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS INT PS US.	5		\$1,313.48	\$6,567.40
	APX™ 8500					
SHERIFF & EM	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	11		\$4,136.91	\$45,506.01

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SHERIFF & EM	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP.	11		\$641.67	\$7,058.37
SHERIFF & EM	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	11		\$558.00	\$6,138.00
SHERIFF & EM	GA00580AA	ADD: TDMA OPERATION.	11		\$361.35	\$3,974.85
SHERIFF & EM	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	11		\$76.65	\$843.15
SHERIFF & EM	G66BN	ADD: DASH MOUNT E5.	11		\$100.74	\$1,108.14
SHERIFF & EM	G51AT	ENH: SMARTZONE.	11		\$1,204.50	\$13,249.50
SHERIFF & EM	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED.	11		\$0.00	\$0.00
SHERIFF & EM	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM).	11		\$57.67	\$634.37
SHERIFF & EM	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	11		\$0.00	\$0.00
SHERIFF & EM	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	11		\$0.00	\$0.00
SHERIFF & EM	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	11		\$413.91	\$4,553.01
SHERIFF & EM	GA01670AA	ADD: APX E5 CONTROL HEAD.	11		\$523.41	\$5,757.51
SHERIFF & EM	W22BA	ADD: STD PALM MICROPHONE APX.	11		\$57.67	\$634.37
SHERIFF & EM	W969BG	ADD: MULTIKEY OPERATION.	11		\$264.99	\$2,914.89
SHERIFF & EM	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	11		\$240.90	\$2,649.90
	APX™ 6500 Enhanced					
SHERIFF & EM	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	187		\$2,374.69	\$444,067.03
SHERIFF & EM	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP.	187		\$641.67	\$119,992.29
SHERIFF & EM	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	187		\$558.00	\$104,346.00
SHERIFF & EM	GA00580AA	ADD: TDMA OPERATION.	187		\$361.35	\$67,572.45
SHERIFF & EM	G66BJ	ADD: DASH MOUNT E5 APXM.	187		\$100.74	\$18,838.38
SHERIFF & EM	G51AU	ENH: SMARTZONE OPERATION APX6500.	187		\$963.60	\$180,193.20
SHERIFF & EM	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED.	187		\$0.00	\$0.00
SHERIFF & EM	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM).	187		\$57.67	\$10,784.29
SHERIFF & EM	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	187		\$0.00	\$0.00
SHERIFF & EM	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	187		\$10.95	\$2,047.65
SHERIFF & EM	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	187		\$413.91	\$77,401.17
SHERIFF & EM	GA01670AA	ADD: APX E5 CONTROL HEAD.	187		\$523.41	\$97,877.67
SHERIFF & EM	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT.	187		\$8.03	\$1,501.61
SHERIFF & EM	W22BA	ADD: STD PALM MICROPHONE APX.	187		\$57.67	\$10,784.29
SHERIFF & EM	W969BG	ADD: MULTIKEY OPERATION.	187		\$264.99	\$49,553.13
SHERIFF & EM	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	187		\$240.90	\$45,048.30
	APX™ 8000					

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FIRE	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5.	52		\$5,188.84	\$269,819.68
FIRE	H64BK	ALT: APX8000/XE HOUSING YELLOW.	52		\$20.44	\$1,062.88
FIRE	H869BW	ENH: MULTIKEY.	52		\$264.99	\$13,779.48
FIRE	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION.	52		\$413.91	\$21,523.32
FIRE	Q361AN	ADD: P25 9600 BAUD TRUNKING.	52		\$240.90	\$12,526.80
FIRE	QA02006AC	ENH: APX8000XE RUGGED RADIO.	52		\$642.40	\$33,404.80
FIRE	QA00580AA	ADD: TDMA OPERATION.	52		\$361.35	\$18,790.20
FIRE	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	52		\$641.67	\$33,366.84
FIRE	H38BS	ADD: SMARTZONE OPERATION.	52		\$1,204.50	\$62,634.00
FIRE	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	52		\$482.00	\$25,064.00
FIRE	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING.	52		\$0.00	\$0.00
FIRE	QA09001AB	ADD: WIFI CAPABILITY.	52		\$240.90	\$12,526.80
FIRE	QA07682AA	ADD: SMARTCONNECT.	52		\$0.00	\$0.00
	APX™ 8000 Accessories					
FIRE	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA.	52		\$123.78	\$6,436.56
FIRE	PMMN4137A	XVE500 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN, NO CHANNEL KNOB.	52		\$469.10	\$24,393.20
FIRE	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T.	52		\$154.98	\$8,058.96
FIRE	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR.	15		\$1,036.75	\$15,551.25
	APX™ 6500 Enhanced					
FIRE	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	46		\$2,374.69	\$109,235.74
FIRE	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.	46		\$641.67	\$29,516.82
FIRE	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	46		\$558.00	\$25,668.00
FIRE	GA00580AA	ADD: TDMA OPERATION.	46		\$361.35	\$16,622.10
FIRE	G66BJ	ADD: DASH MOUNT E5 APXM.	46		\$100.74	\$4,634.04
FIRE	G51AU	ENH: SMARTZONE OPERATION APX6500.	46		\$963.60	\$44,325.60
FIRE	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED.	46		\$0.00	\$0.00
FIRE	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	46		\$0.00	\$0.00
FIRE	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	46		\$10.95	\$503.70
FIRE	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	46		\$413.91	\$19,039.86
FIRE	GA01670AA	ADD: APX E5 CONTROL HEAD.	46		\$523.41	\$24,076.86
FIRE	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT.	46		\$8.03	\$369.38
FIRE	W969BG	ADD: MULTIKEY OPERATION.	46		\$264.99	\$12,189.54

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FIRE	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	46		\$240.90	\$11,081.40
FIRE	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM).	46		\$57.67	\$2,652.82
FIRE	W22BA	ADD: STD PALM MICROPHONE APX.	46		\$57.67	\$2,652.82
	APX™ 8500					
FIRE	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE.	8		\$4,136.91	\$33,095.28
FIRE	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP.	8		\$641.67	\$5,133.36
FIRE	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	8		\$558.00	\$4,464.00
FIRE	GA00580AA	ADD: TDMA OPERATION.	8		\$361.35	\$2,890.80
FIRE	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U).	8		\$76.65	\$613.20
FIRE	G66BN	ADD: DASH MOUNT E5.	8		\$100.74	\$805.92
FIRE	G51AT	ENH:SMARTZONE.	8		\$1,204.50	\$9,636.00
FIRE	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED.	8		\$0.00	\$0.00
FIRE	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM).	8		\$57.67	\$461.36
FIRE	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	8		\$0.00	\$0.00
FIRE	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED.	8		\$0.00	\$0.00
FIRE	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	8		\$413.91	\$3,311.28
FIRE	GA01670AA	ADD: APX E5 CONTROL HEAD.	8		\$523.41	\$4,187.28
FIRE	W22BA	ADD: STD PALM MICROPHONE APX.	8		\$57.67	\$461.36
FIRE	W969BG	ADD: MULTIKEY OPERATION.	8		\$264.99	\$2,119.92
FIRE	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	8		\$240.90	\$1,927.20
	APX™ Consolette					
FIRE	L37TSS9PW1AN	ALL BAND CONSOLETT.	10		\$6,972.23	\$69,722.30
FIRE	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP.	10		\$641.67	\$6,416.70
FIRE	GA00469AA	ENH:EXTENDED DISPATCH APX CONSOLETT.	10		\$401.50	\$4,015.00
FIRE	GA00580AA	ADD: TDMA OPERATION.	10		\$361.35	\$3,613.50
FIRE	GA00255AD	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	10		\$531.00	\$5,310.00
FIRE	CA01598AB	ADD: AC LINE CORD US.	10		\$0.00	\$0.00
FIRE	G51AT	ENH:SMARTZONE.	10		\$1,204.50	\$12,045.00
FIRE	GA05508AA	DEL: DELETE VHF BAND.	10		-\$584.00	-\$5,840.00
FIRE	GA05509AA	DEL: DELETE UHF BAND.	10		-\$584.00	-\$5,840.00
FIRE	L999AG	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU.	10		\$633.64	\$6,336.40
FIRE	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	10		\$413.91	\$4,139.10
FIRE	W969BG	ADD: MULTIKEY OPERATION.	10		\$264.99	\$2,649.90



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FIRE	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	10		\$135.78	\$1,357.80
FIRE	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	10		\$240.90	\$2,409.00
	APX™ 900					
ROAD & BRIDGE	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE.	3		\$1,385.54	\$4,156.62
ROAD & BRIDGE	QA04096AA	ENH: P25 TRUNKING.	3		\$859.21	\$2,577.63
ROAD & BRIDGE	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	3		\$0.00	\$0.00
ROAD & BRIDGE	QA00580AF	ADD: TDMA OPERATION.	3		\$361.35	\$1,084.05
ROAD & BRIDGE	HA00025AG	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	3		\$378.00	\$1,134.00
	APX™ 900 Accessories					
ROAD & BRIDGE	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL.	3		\$104.07	\$312.21
ROAD & BRIDGE	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW.	3		\$59.92	\$179.76
ROAD & BRIDGE	PMNN4491C	BATT IMPRES LIION IP68 2100T.	3		\$84.31	\$252.93
	APX™ 1500 Enhanced					
ROAD & BRIDGE	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE.	68		\$1,356.34	\$92,231.12
ROAD & BRIDGE	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX.	68		\$0.00	\$0.00
ROAD & BRIDGE	G66BF	ADD: DASH MOUNT O2 APXM.	68		\$100.74	\$6,850.32
ROAD & BRIDGE	GA00580AA	ADD: TDMA OPERATION.	68		\$361.35	\$24,571.80
ROAD & BRIDGE	GA00255AC	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	68		\$439.00	\$29,852.00
ROAD & BRIDGE	GA00804AA	ADD: APX O2 CH (GREY).	68		\$394.93	\$26,855.24
ROAD & BRIDGE	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM).	68		\$57.67	\$3,921.56
ROAD & BRIDGE	GA01339AA	ENH: SW P25 TRUNKING.	68		\$859.21	\$58,426.28
ROAD & BRIDGE	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	68		\$0.00	\$0.00
ROAD & BRIDGE	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	68		\$10.95	\$744.60
ROAD & BRIDGE	W22BA	ADD: STD PALM MICROPHONE APX.	68		\$57.67	\$3,921.56
ROAD & BRIDGE	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	68		\$0.00	\$0.00
	APX™ 1500 Enhanced Control Station					
ROAD & BRIDGE	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE.	1		\$1,356.34	\$1,356.34
ROAD & BRIDGE	W665BF	ADD: BASE STATION OP APX.	1		\$56.21	\$56.21
ROAD & BRIDGE	G91AF	ADD: CNTRL STATION PWR SUPPLY.	1		\$216.08	\$216.08
ROAD & BRIDGE	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX.	1		\$0.00	\$0.00
ROAD & BRIDGE	G66BF	ADD: DASH MOUNT O2 APXM.	1		\$100.74	\$100.74
ROAD & BRIDGE	GA00580AA	ADD: TDMA OPERATION.	1		\$361.35	\$361.35



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ROAD & BRIDGE	GA00255AC	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	1		\$439.00	\$439.00
ROAD & BRIDGE	G142AD	ADD: NO SPEAKER APX.	1		\$0.00	\$0.00
ROAD & BRIDGE	GA00804AA	ADD: APX O2 CH (GREY).	1		\$394.93	\$394.93
ROAD & BRIDGE	G89AC	ADD: NO RF ANTENNA NEEDED.	1		\$0.00	\$0.00
ROAD & BRIDGE	GA01339AA	ENH: SW P25 TRUNKING.	1		\$859.21	\$859.21
ROAD & BRIDGE	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	1		\$0.00	\$0.00
ROAD & BRIDGE	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	1		\$0.00	\$0.00
ROAD & BRIDGE	W382AM	ADD: CONTROL STATION DESK GCAI MIC.	1		\$135.78	\$135.78
	APX™ NEXT					
ANIMAL CONTROL	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE.	1		\$6,015.93	\$6,015.93
ANIMAL CONTROL	BD00001AA	ADD: CORE BUNDLE.	1		\$2,267.38	\$2,267.38
ANIMAL CONTROL	H499KC	ENH: SUBMERSIBLE (DELTA T).	1		\$0.00	\$0.00
ANIMAL CONTROL	H38DA	ADD: SMARTZONE OPERATION.	1		\$0.00	\$0.00
ANIMAL CONTROL	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	1		\$0.00	\$0.00
ANIMAL CONTROL	QA09028AA	ADD: VIQI VC RADIO OPERATION.	1		\$0.00	\$0.00
ANIMAL CONTROL	QA03399AK	ADD: ENHANCED DATA.	1		\$0.00	\$0.00
ANIMAL CONTROL	Q387CB	ADD: MULTICAST VOTING SCAN.	1		\$0.00	\$0.00
ANIMAL CONTROL	QA00580BA	ADD: TDMA OPERATION.	1		\$0.00	\$0.00
ANIMAL CONTROL	QA09001AM	ADD: WIFI CAPABILITY.	1		\$0.00	\$0.00
ANIMAL CONTROL	BD00010AA	ADD: SECURITY BUNDLE.	1		\$746.79	\$746.79
ANIMAL CONTROL	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	1		\$0.00	\$0.00
ANIMAL CONTROL	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	1		\$0.00	\$0.00
ANIMAL CONTROL	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	1		\$0.00	\$0.00
ANIMAL CONTROL	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	1		\$0.00	\$0.00
ANIMAL CONTROL	Q361CD	ADD: P25 9600 BAUD TRUNKING.	1		\$0.00	\$0.00
ANIMAL CONTROL	Q698AE	ALT: PLASTIC CARRY HOLSTER WITH 3 INCH CLIP.	1		\$0.00	\$0.00
ANIMAL CONTROL	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	1		\$0.00	\$0.00
ANIMAL CONTROL	H637AA	ADD: APX NEXT DMS BUNDLE PROMO.	1		-\$22.95	-\$22.95
ANIMAL CONTROL	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO.	1		-\$300.00	-\$300.00



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ANIMAL CONTROL	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO.	1		-\$56.00	-\$56.00
ANIMAL CONTROL	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US.	1		\$0.00	\$0.00
ANIMAL CONTROL	LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO.	1	12 MONTHS	\$179.40	\$179.40
ANIMAL CONTROL	SSV01P01407B	SMARTPROGRAMMING PROMO.	1	1 YEAR	\$75.00	\$75.00
ANIMAL CONTROL	SSV01P01406A	SMARTCONNECT PROMO.	1	1 YEAR	\$75.00	\$75.00
ANIMAL CONTROL	SSV01P01476A	SMARTLOCATE PROMO.	1	1 YEAR	\$75.00	\$75.00
ANIMAL CONTROL	SSV01P01902A	SMARTMAPPING PROMO.	1	1 YEAR	\$75.00	\$75.00
ANIMAL CONTROL	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER.	1	1 YEAR	\$56.00	\$56.00
ANIMAL CONTROL	LSV01S01415A	APX NEXT DMS ADVANCED W ACC DMG.	1	48 MONTHS	\$844.00	\$844.00
ANIMAL CONTROL	SSV01S01407A	SMARTPROGRAMMING.	1	48 MONTHS	\$300.00	\$300.00
ANIMAL CONTROL	SSV01S01406A	SMARTCONNECT.	1	48 MONTHS	\$300.00	\$300.00
ANIMAL CONTROL	SSV01S01476A	SMARTLOCATE.	1	48 MONTHS	\$300.00	\$300.00
ANIMAL CONTROL	SSV01S01907A	SMARTMAPPING.	1	48 MONTHS	\$300.00	\$300.00
ANIMAL CONTROL	PSV00S01424A	APX NEXT PROVISIONING.	1		\$0.00	\$0.00
ANIMAL CONTROL	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1		\$0.00	\$0.00
	APX™ NEXT Accessories					
ANIMAL CONTROL	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA.	1		\$123.78	\$123.78
ANIMAL CONTROL	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T.	1		\$164.61	\$164.61
ANIMAL CONTROL	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB.	1		\$354.78	\$354.78
	APX™ N70					
ANIMAL CONTROL	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE.	5		\$3,660.22	\$18,301.10
ANIMAL CONTROL	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	5		\$0.00	\$0.00
ANIMAL CONTROL	H637AB	ADD: APX N70 RADIO CENTRALPROMO CARVE OUT.	5		-\$32.04	-\$160.20
ANIMAL CONTROL	H636AA	ADD: APX N70 APPLICATION BUNDLE PROMO.	5		-\$300.00	-\$1,500.00
ANIMAL CONTROL	H638EB	ADD: N70 SMART LOCATE MAPPING TRIAL PROMO.	5		-\$56.00	-\$280.00
ANIMAL CONTROL	BD00001AA	ADD: CORE BUNDLE.	5		\$2,267.38	\$11,336.90
ANIMAL CONTROL	H499KC	ENH: SUBMERSIBLE (DELTA T).	5		\$0.00	\$0.00



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ANIMAL CONTROL	H38DA	ADD: SMARTZONE OPERATION.	5		\$0.00	\$0.00
ANIMAL CONTROL	Q173CA	ADD: SMARTZONE OMNILINK.	5		\$0.00	\$0.00
ANIMAL CONTROL	Q361CD	ADD: P25 9600 BAUD TRUNKING.	5		\$0.00	\$0.00
ANIMAL CONTROL	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA00580BA	ADD: TDMA OPERATION.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA09001AM	ADD: WIFI CAPABILITY.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA03399AK	ADD: ENHANCED DATA.	5		\$0.00	\$0.00
ANIMAL CONTROL	Q387CB	ADD: MULTICAST VOTING SCAN.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA09028AA	ADD: VIQI VC RADIO OPERATION.	5		\$0.00	\$0.00
ANIMAL CONTROL	BD00010AA	ADD: SECURITY BUNDLE.	5		\$746.79	\$3,733.95
ANIMAL CONTROL	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	5		\$0.00	\$0.00
ANIMAL CONTROL	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	5		\$0.00	\$0.00
ANIMAL CONTROL	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY.	5		\$0.00	\$0.00
ANIMAL CONTROL	BD00037AA	ADD: AUDIO BUNDLE.	5		\$195.64	\$978.20
ANIMAL CONTROL	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION.	5		\$0.00	\$0.00
ANIMAL CONTROL	QA08676AA	ADD: ADAPTIVE SPEAKER VOLUME.	5		\$0.00	\$0.00
ANIMAL CONTROL	PSV00S01424A	APX NEXT PROVISIONING.	1		\$0.00	\$0.00
ANIMAL CONTROL	LSV01S03061A	APX N70 DMS ESSENTIAL W ACC DMG.	5	5 YEARS	\$570.00	\$2,850.00
ANIMAL CONTROL	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER.	5	1 YEAR	\$56.00	\$280.00
ANIMAL CONTROL	PSV01S02940A	SMARTMAPPING ENABLEMENT.	1		\$0.00	\$0.00
ANIMAL CONTROL	SSV01P01407B	SMARTPROGRAMMING PROMO.	5	1 YEAR	\$75.00	\$375.00
ANIMAL CONTROL	SSV01P01406A	SMARTCONNECT PROMO.	5	1 YEAR	\$75.00	\$375.00
ANIMAL CONTROL	SSV01P01476A	SMARTLOCATE PROMO.	5	1 YEAR	\$75.00	\$375.00
ANIMAL CONTROL	SSV01P01902A	SMARTMAPPING PROMO.	5	1 YEAR	\$75.00	\$375.00
ANIMAL CONTROL	SSV01S01407A	SMARTPROGRAMMING.	5	4 YEAR	\$300.00	\$1,500.00
ANIMAL	SSV01S01406A	SMARTCONNECT.	5	4 YEAR	\$300.00	\$1,500.00



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CONTROL						
ANIMAL CONTROL	SSV01S01476A	SMARTLOCATE.	5	4 YEAR	\$300.00	\$1,500.00
ANIMAL CONTROL	SSV01S01907A	SMARTMAPPING.	5	4 YEAR	\$300.00	\$1,500.00
ANIMAL CONTROL	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO.	5	1 YEAR	\$32.04	\$160.20
ANIMAL CONTROL	LSV01S03082A	RADIOCENTRAL PROGRAMMING.	5	4 YEARS	\$128.16	\$640.80
	APX™ N70 Accessories					
ANIMAL CONTROL	PMMN4142A	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XVP730 RSM.	5		\$354.78	\$1,773.90
ANIMAL CONTROL	PMNN4816A	BATT IMPRES 2 LIION IP68 3200T.	5		\$164.61	\$823.05
ANIMAL CONTROL	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US.	5		\$151.21	\$756.05
	APX™ 6500 Enhanced					
ANIMAL CONTROL	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE.	6		\$2,374.69	\$14,248.14
ANIMAL CONTROL	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP.	6		\$641.67	\$3,850.02
ANIMAL CONTROL	GA00255AF	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	6		\$558.00	\$3,348.00
ANIMAL CONTROL	GA00580AA	ADD: TDMA OPERATION.	6		\$361.35	\$2,168.10
ANIMAL CONTROL	G66BJ	ADD: DASH MOUNT E5 APXM.	6		\$100.74	\$604.44
ANIMAL CONTROL	G51AU	ENH: SMARTZONE OPERATION APX6500.	6		\$963.60	\$5,781.60
ANIMAL CONTROL	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED.	6		\$0.00	\$0.00
ANIMAL CONTROL	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM).	6		\$57.67	\$346.02
ANIMAL CONTROL	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	6		\$0.00	\$0.00
ANIMAL CONTROL	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	6		\$10.95	\$65.70
ANIMAL CONTROL	G806BL	ENH: ASTRO DIGITAL CAI OP APX.	6		\$413.91	\$2,483.46
ANIMAL CONTROL	GA01670AA	ADD: APX E5 CONTROL HEAD.	6		\$523.41	\$3,140.46
ANIMAL CONTROL	GA01693AA	ADD : LEGACY TRUNNION SCREW KIT.	6		\$8.03	\$48.18
ANIMAL CONTROL	W22BA	ADD: STD PALM MICROPHONE APX.	6		\$57.67	\$346.02
ANIMAL CONTROL	W969BG	ADD: MULTIKEY OPERATION.	6		\$264.99	\$1,589.94
ANIMAL CONTROL	G361AH	ENH: P25 TRUNKING SOFTWARE APX.	6		\$240.90	\$1,445.40
	APX™ 1500 Enhanced Control Station					
ANIMAL CONTROL	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE.	1		\$1,356.34	\$1,356.34

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ANIMAL CONTROL	W665BF	ADD: BASE STATION OP APX.	1		\$56.21	\$56.21
ANIMAL CONTROL	G91AF	ADD: CNTRL STATION PWR SUPPLY.	1		\$216.08	\$216.08
ANIMAL CONTROL	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX.	1		\$0.00	\$0.00
ANIMAL CONTROL	G66BF	ADD: DASH MOUNT O2 APXM.	1		\$100.74	\$100.74
ANIMAL CONTROL	GA00580AA	ADD: TDMA OPERATION.	1		\$361.35	\$361.35
ANIMAL CONTROL	GA00255AC	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE.	1		\$439.00	\$439.00
ANIMAL CONTROL	G142AD	ADD: NO SPEAKER APX.	1		\$0.00	\$0.00
ANIMAL CONTROL	GA00804AA	ADD: APX O2 CH (GREY).	1		\$394.93	\$394.93
ANIMAL CONTROL	GA01339AA	ENH: SW P25 TRUNKING.	1		\$859.21	\$859.21
ANIMAL CONTROL	G444AH	ADD: APX CONTROL HEAD SOFTWARE.	1		\$0.00	\$0.00
ANIMAL CONTROL	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ.	1		\$10.95	\$10.95
ANIMAL CONTROL	W22BA	ADD: STD PALM MICROPHONE APX.	1		\$57.67	\$57.67
ANIMAL CONTROL	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY).	1		\$0.00	\$0.00
Location	Item Number	Description	Quantity	Term	Unit Sale Price	Ext. Sale Price.
	Virtual Prime					
Yulee	SQM01SUM0320	VIRTUALIZED PRIME SITE	1		\$9,500.00	\$9,500.00
Yulee	CA03523AA	ADD: REPLACEMENT PRIME SITE	1		\$0.00	\$0.00
Yulee	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS	1		\$21,000.00	\$21,000.00
Yulee	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	5		\$18,500.00	\$92,500.00
Yulee	UA00703AA	ADD: CREDIT TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	5		-\$18,500.00	-\$92,500.00
Yulee	UA00706AA	ADD : TDMA VOTING LICENSE, PER CARRIER	5		\$16,000.00	\$80,000.00
Yulee	UA00750AA	ADD: CREDIT TDMA VOTING LICENSE, PER CARRIER	5		-\$16,000.00	-\$80,000.00
Yulee	UA00704AA	ADD: MULTISITE PRIME TRUNKING LICENSE	1		\$125,000.00	\$125,000.00
Yulee	UA00705AA	ADD: CREDIT MULTISITE PRIME TRUNKING LICENSE	1		-\$125,000.00	-\$125,000.00
Yulee	CA03749AA	ADD: ASTRO SYSTEM RELEASE 2021.1	1		\$0.00	\$0.00
Yulee	CA03530AA	ADD: EXTERNAL TIMING REFERENCE	1		\$110.00	\$110.00
Yulee	CA03531AA	ADD: PRIME SITE AC POWER	1		\$2,200.00	\$2,200.00
Yulee	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	1		\$0.00	\$0.00
Spare	DLN1444A	FRE: DSC 8000	1		\$10,500.00	\$10,500.00
Spare	DLN8001	FRU: DSC 8000 AC POWER SUPPLY	1		\$1,100.00	\$1,100.00



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Callahan	SQM01SUM0320	VIRTUALIZED PRIME SITE	1		\$9,500.00	\$9,500.00
Callahan	CA03524AA	ADD: NEW PRIME SITE	1		\$0.00	\$0.00
Callahan	CA03525AA	ADD: HW SUPPORT UP TO 18 CARRIERS	1		\$21,000.00	\$21,000.00
Callahan	UA00702AA	ADD: TRUNKING MULTISITE VOTING LICENSE, PER CARRIER	5		\$18,500.00	\$92,500.00
Callahan	UA00706AA	ADD : TDMA VOTING LICENSE, PER CARRIER	5		\$16,000.00	\$80,000.00
Callahan	UA00708AA	ADD: MULTISITE GEO-REDUNDANT PRIME TRUNKING LICENSE	1		\$72,500.00	\$72,500.00
Callahan	CA03749AA	ADD: ASTRO SYSTEM RELEASE 2021.1	1		\$0.00	\$0.00
Callahan	CA03530AA	ADD: EXTERNAL TIMING REFERENCE	1		\$110.00	\$110.00
Callahan	CA03531AA	ADD: PRIME SITE AC POWER	1		\$2,200.00	\$2,200.00
Callahan	CA03533AA	ADD: DSC AC POWER CABLE - US, 12 FT	1		\$0.00	\$0.00
Callahan	CA03546AA	ADD: SINGLE JUNIPER SRX1500	1		\$15,200.00	\$15,200.00
Callahan	CA03552AA	ADD: SINGLE BACKHAUL SWITCH	1		\$2,500.00	\$2,500.00
<b>Location</b>	<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Term</b>	<b>Unit Sale Price</b>	<b>Ext. Sale Price</b>
	<b>MPLS</b>					
Yulee Master/Prime	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Yulee Master/Prime	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Yulee Master/Prime	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Yulee Master/Prime	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	2		\$2,450.00	\$4,900.00
Yulee Master/Prime	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	3		\$3,780.00	\$11,340.00
Yulee Master/Prime	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	6		\$280.00	\$1,680.00
Yulee Master/Prime	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	2		\$602.00	\$1,204.00
Yulee Master/Prime	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	2		\$182.00	\$364.00
Yulee Master/Prime	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	1		\$100.00	\$100.00
Yulee Master/Prime	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C	2		\$697.00	\$1,394.00
Dispatch	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Dispatch	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Dispatch	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Dispatch	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	2		\$2,450.00	\$4,900.00
Dispatch	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	2		\$3,780.00	\$7,560.00
Dispatch	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	2		\$280.00	\$560.00

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Dispatch	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	2		\$602.00	\$1,204.00
Dispatch	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	2		\$182.00	\$364.00
Dispatch	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	1		\$100.00	\$100.00
Dispatch	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C	2		\$697.00	\$1,394.00
Callahan	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Callahan	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Callahan	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Callahan	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	2		\$2,450.00	\$4,900.00
Callahan	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	2		\$3,780.00	\$7,560.00
Callahan	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	4		\$280.00	\$1,120.00
Callahan	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	2		\$602.00	\$1,204.00
Callahan	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	2		\$182.00	\$364.00
Callahan	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	1		\$100.00	\$100.00
Bryceville	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Bryceville	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Bryceville	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Bryceville	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	2		\$2,450.00	\$4,900.00
Bryceville	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	2		\$3,780.00	\$7,560.00
Bryceville	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	4		\$280.00	\$1,120.00
Bryceville	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	2		\$602.00	\$1,204.00
Bryceville	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	2		\$182.00	\$364.00
Bryceville	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	1		\$100.00	\$100.00
Hillard	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Hillard	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Hillard	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Hillard	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	2		\$2,450.00	\$4,900.00
Hillard	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	2		\$3,780.00	\$7,560.00
Hillard	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	4		\$280.00	\$1,120.00
Hillard	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	2		\$602.00	\$1,204.00
Hillard	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	2		\$182.00	\$364.00
Hillard	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	1		\$100.00	\$100.00

Equipment List



Nassau County Board of County Commissioners  
Public Safety Communications Redundancy and Radio Replacement

November 21, 2022

Fernandina Beach	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Fernandina Beach	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Fernandina Beach	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Fernandina Beach	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	2		\$2,450.00	\$4,900.00
Fernandina Beach	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	2		\$3,780.00	\$7,560.00
Fernandina Beach	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	4		\$280.00	\$1,120.00
Fernandina Beach	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	2		\$602.00	\$1,204.00
Fernandina Beach	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	2		\$182.00	\$364.00
Fernandina Beach	DS90111918	19" CANTILEVER FLUSH MOUNT SHELF, 18" DEPTH, BLACK	1		\$100.00	\$100.00
Yulee Master/Prime	T8639	JUNIPER FIREWALL APPLIANCE	1		\$3,200.00	\$3,200.00
Spare	DSMW3HE06791AA	SAR-8 SHELF V2	1		\$840.00	\$840.00
Spare	DSMW3HE02784NA	SAR RELEASE 20.X BASIC OS LICENSE	1		\$595.00	\$595.00
Spare	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC	1		\$420.00	\$420.00
Spare	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V	1		\$2,450.00	\$2,450.00
Spare	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP	1		\$3,780.00	\$3,780.00
Spare	DSMW3HE00062CB	SFP - GIGE BASE-T RJ45 R6/6 DDM -40/85C	2		\$280.00	\$560.00
Spare	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER	1		\$602.00	\$602.00
Spare	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING	1		\$182.00	\$182.00
Spare	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C	1		\$697.00	\$697.00
Spare	T8639	JUNIPER FIREWALL APPLIANCE	1		\$3,200.00	\$3,200.00
<b>Location</b>	<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Term</b>	<b>Unit Sale Price</b>	<b>Ext. Sale Price</b>
	<b>Smart Connect Enablement</b>					
Yulee	HKVN4797	SMARTCONNECT ENABLEMENT	1		\$0.00	\$0.00
Yulee	T8586	FORTINET 101E FIREWALL APPLIANCE	1		\$3,300.00	\$3,300.00
Yulee	HKVN4829A	LICENSE,SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00
<b>Location</b>	<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Term</b>	<b>Unit Sale Price</b>	<b>Ext. Sale Price</b>
	<b>UPS</b>					
Callahan	AS4D1NCYHNNAXZ	20 kVA / 18 KW	1		\$60,957.00	\$60,957.00
Fernandina Beach	AS4B1NCJHNNX317	10 kVA / 9 KW	1		\$37,394.00	\$37,394.00
Yulee	AS4D1NCYHNNNAZW	20 kVA / 18 KW	1		\$60,957.00	\$60,957.00

Equipment List



## Section 7

# Pricing Summary

## 7.1 Pricing Matrix

	Qty	Model	MSRP	Sourcewell	Extended Price
Sheriff's Office / Emergency	15	APX NEXT XE All Band		\$10,373.78	\$155,606.70
Sheriff's Office / Emergency	15	DMS 5 YR Advanced W/ Acc. Dmg.		\$1,000.45	\$15,006.75
Sheriff's Office / Emergency	15	Years 2-5 Subscriptions		\$1,200.00	\$18,000.00
Sheriff's Office / Emergency	167	APX N70 Single Band - 3" Clip		\$7,550.03	\$1,260,855.01
Sheriff's Office / Emergency	167	DMS 5 YR Essential W/ Acc. Dmg.		\$698.16	\$116,592.72
Sheriff's Office / Emergency	167	Years 2-5 Subscriptions		\$1,200.00	\$200,400.00
Sheriff's Office / Emergency	5	6 Slot Charger		\$1,313.48	\$6,567.40
Sheriff's Office / Emergency	11	APX8500 Mobile		\$8,638.37	\$95,022.07
Sheriff's Office / Emergency	187	APX6500 Mobile		\$6,577.58	\$1,230,007.46
<b>Total</b>	<b>380</b>		<b>\$4,073,599.99</b>	<b>Subtotal</b>	<b>\$3,098,058.11</b>
	Qty	Model		Sourcewell	Extended Price
Fire Rescue	52	APX8000XE All Band 2.5		\$10,449.76	\$543,387.52
Fire Rescue	15	6 Slot Charger		\$1,036.75	\$15,551.25
Fire Rescue	46	APX6500 Mobile		\$6,577.58	\$302,568.68
Fire Rescue	8	APX8500 Mobile		\$8,638.37	\$69,106.96
Fire Rescue	10	APX Consolette		\$10,633.47	\$106,334.70
<b>Total</b>	<b>116</b>		<b>\$1,398,098.92</b>	<b>Subtotal</b>	<b>\$1,036,949.11</b>
	Qty	Model		Sourcewell	Extended Price
Road & Bridge	3	APX900		\$3,232.40	\$9,697.20
Road & Bridge	68	APX1500 Mobiles		\$3,637.86	\$247,374.48
Road & Bridge	1	APX1500 Control Station		\$3,919.64	\$3,919.64
<b>Total</b>	<b>72</b>		<b>\$345,899.42</b>	<b>Subtotal</b>	<b>\$260,991.32</b>
	Qty	Model		Sourcewell	Extended Price
Animal Control	1	APX NEXT All Band		\$9,673.27	\$9,673.27
Animal Control	1	DMS 5 YR Advanced W/ Acc. Dmg.		\$1,000.45	\$1,000.45
Animal Control	1	Years 2-5 Subscriptions		\$1,200.00	\$1,200.00
Animal Control	5	APX N70 Single Band - 2" Clip		\$7,540.63	\$37,703.15
Animal Control	5	DMS 5 YR Essential W/ Acc. Dmg.		\$698.16	\$3,490.80
Animal Control	5	Years 2-5 Subscriptions		\$1,200.00	\$6,000.00
Animal Control	6	APX 6500 Mobile		\$6,577.58	\$39,465.48
Animal Control	1	APX1500 Control Station		\$3,852.48	\$3,852.48
<b>Total</b>	<b>13</b>		<b>\$134,529.51</b>	<b>Subtotal</b>	<b>\$102,385.63</b>
<b>Total Radios</b>	<b>581</b>		<b>RADIO MSRP \$5,952,127.84</b>	<b>RADIO TOTAL</b>	<b>\$4,498,384.17</b>
<b>RADIO PROGRAMMING, INSTALLATION, AND TRAINING</b>					<b>\$656,641.00</b>
<b>INFRASTRUCTURE EQUIPMENT:</b>					<b>\$628,240.00</b>
<b>GEO REDUNDANT VIRTUALIZED PRIME, MPLS NETWORK, UPS</b>					
<b>INFRASTRUCTURE SERVICES SUBTOTAL</b>					<b>\$966,613.00</b>
<b>TOTAL MSRP \$8,203,621.84</b>					<b>TOTAL SYSTEM PRICE \$6,749,878.17</b>
<b>QTY 550+ Volume Incentive &amp; Radio Trade-In</b>					<b>-\$407,550.00</b>
<b>System Package Promotion, Purchase as Proposed</b>					<b>-\$297,084.00</b>
<b>Additional Negotiated Incentive - Portables</b>					<b>-\$61,062.22</b>
<b>Additional Negotiated Incentive - Mobiles</b>					<b>-\$36,058.95</b>
<b>Sale Price</b>					<b>\$5,948,123.00</b>
All above pricing is valid with executed contract by December 16, 2022					
All subscriptions are prepaid and all radios include 5 years of accidental damage coverage					

## 7.2 Payment Milestones

Payment Milestones are provided on Exhibit B of the Communications and Systems Agreement in the Contractual Documents Section.

## 7.3 Optional Finance Offering for the Capital Expense

A sample financing agreement is provided in the Contractual Documents Section.

The following page provides a financing quote for all the proposed Mobile Radios, Control Stations and Consolettes.

**Financing proposal for: Nassau County, FL**

## Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications APX solution in accordance with the terms and conditions outlined below:

**Transaction Type:** Municipal Lease-Purchase Agreement

**Lessor:** Motorola Solutions, Inc. (or its Assignee)

**Lessee:** Nassau County, FL

**Amount:** \$2,061,593.00

**Down Payment:** \$0.00

**Balance to Finance:** \$2,061,593.00

**Equipment:** As per the Motorola equipment proposal.

**Title:** Title to the equipment will vest with the Lessee.

**Insurance:** Lessee will be responsible to insure the equipment as outlined in the lease contract.

**Taxes:** Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u><b>Option One</b></u>	<u><b>Option Two</b></u>	<u><b>Option Three</b></u>	<u><b>Option Four</b></u>
<b>Lease Term:</b>	Three Years	Five Years	Seven Years	Ten Years
<b>Payment Frequency:</b>	Annual	Annual	Annual	Annual
<b>Payment Structure:</b>	Arrears	Arrears	Arrears	Arrears
<b>Lease Rate:</b>	4.73%	3.76%	3.65%	4.56%
<b>Lease Factor:</b>	0.365352	0.223115	0.164461	0.126752
<b>Lease Payment:</b>	\$753,207.68	\$459,971.92	\$339,052.07	\$261,310.87
<b>Payment Commencement:</b>	First payment due one year after contract execution.			
<b>Expiration:</b>	This above lease rates and factors are valid for all leases commenced by 12/16/2022			

**Qualifications:**

Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

**Documentation:**

Municipal Equipment Lease Purchase Agreement

Opinion of Counsel

Schedule A / Equipment List

Schedule B / Amortization Schedule

8038G

UCC-1

Certificate of Incumbency

Statement of Essential Use/Source of Funds

Evidence of Insurance or Statement of Self Insurance

Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,  
Bill Stancik  
Motorola Customer Financing  
847-538-4531

## Section 8

# Contractual Documentation

The following documents have previously been provided to Nassau County and are under evaluation:

- Communications and Systems Services Agreement
- CSSA Subscription Services Agreement
- APX Next Flow Downs
- Finance Agreement



## **Communications System and Services Agreement**

### **(Installment Payment)**

Motorola Solutions, Inc. ("Motorola") and Nassau County Board of County Commissioners, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, 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:

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services; and

WHEREAS, Sourcewell ("Sourcewell"), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell's cooperative purchasing contracts ("Participating Entities"); and

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (the "Contract"), which provides that Participating Entities (including Customer) may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment and services from Motorola by Customer.

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

#### **Section 1      ATTACHMENTS**

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C "Motorola Proposal dated November 21, 2022"

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Installment Payment Agreement Delivery and Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) the applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

#### **Section 2      DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

**“Acceptance Tests”** means those tests described in the Acceptance Test Plan.

**“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.

**“Administrative User Credentials”** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**“Beneficial Use”** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**“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 System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

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

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Equipment Installment Payment Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

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

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

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

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“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.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**“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.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).

**“Software Support Policy” (“SwSP”)** means the policy set forth at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola under this Agreement.

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

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subsystem”** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**“System”** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

**“System Data”** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**“Warranty Period”** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

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

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, 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. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within forty-five(45)days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

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

3.6. **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.

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

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 Seller 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 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at [https://www.motorolasolutions.com/content/dam/msi/secure/services/software\\_policy.pdf](https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf) and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, and clearly marked by Motorola as "Proprietary, Confidential Information" will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request. Any public record's request pursuant to Chapter 119, Florida Statutes, for "Proprietary, Confidential Information" shall be governed pursuant to the terms and requirements of Section 17.13 hereinbelow.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under 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 this property, and return it to Motorola upon request. This 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. Reserved.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary. Any changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes shall be agreed upon in writing signed by both parties.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## **Section 5      PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. 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 will be appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$5,948,123. \$ 2,061,593 of the Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Installment Payment Agreement executed between the parties. The remaining value of \$ 3,886,530 will be paid as invoiced, per Exhibit B. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Upon shipment of equipment, title and risk of loss to the Equipment shall be pursuant to the terms of the Equipment Installment Payment Agreement. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: Nassau County Board of County Commissioners: TECH SERVICES

Address: 96135 Nassau Place, Suite 7, Yulee, FL 32097

Phone: (904) 530-6057

E-INVOICE. To receive invoices via email:

Customer Account Number: 1011837202

Customer Accounts Payable Email: Techservices@nassaucountyfl.com

Customer CC(optional) Email: Twood@nassaucountyfl.com

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Tech Services: Attention: Tonya Wood

Address: 96135 Nassau Place, Suite 7, Yulee, FL 32097

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

Name: Tech Services: Attention: Tonya Wood

Address: 96135 Nassau Place, Suite 7, Yulee, FL 32097

Phone: (904) 530-6057

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

## **Section 7 SITES AND SITE CONDITIONS**



7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will 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 System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8      TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than fifteen (15) days before its scheduled start date, Motorola may recover additional costs if agreed to by the parties in writing.

## **Section 9      SYSTEM ACCEPTANCE**

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation

and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Installment Payment Agreement Delivery and Acceptance Certificate (Exhibit E).

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. 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 System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or 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.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that

the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **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 Equipment or Software 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. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, 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. 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.

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

10.8. **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 11 DELAYS**

11.1. **FORCE MAJEURE.** 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 or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **RESERVED**

## **Section 12 DISPUTES**

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

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

12.2. **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.

12.3. **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.

12.4. **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 of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in Nassau County, Florida arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 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 13      DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have forty-five (45) days after receipt of the notice of default to either cure the default or, if the default is not curable within forty-five (45) 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.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. 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.

13.3 **NON-APPROPRIATION OF FUNDS.** In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the Customer shall immediately notify Motorola of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the Customer of any kind whatsoever, except to the extent the Customer received a discount for a multi-year purchase. To the extent Motorola has delivered Equipment or performed Services prior to the last day of the fiscal year for which the appropriation was made, Customer shall be liable for such Equipment or Services.

## **Section 14      INDEMNIFICATION**

14.1. **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.

#### 14.2. RESERVED.

#### 14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. 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 or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 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.

14.3.3 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.

14.3.4. This Section 14 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 14 are subject to and limited by the restrictions set forth in Section 15.

### **Section 15      LIMITATION OF LIABILITY**

Except for personal injury or death, 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 implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all

subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, 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 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1. CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables clearly marked "Confidential Proprietary Information" will be deemed to be Motorola's Confidential Information. During the term of this Agreement and pursuant to the terms and requirements of Section 17.3 hereinbelow, 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.

16.1.2. 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. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. Subject to the provisions of Chapter 119, Florida Statutes, 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.

16.2. **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, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell 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.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

### **Section 17 GENERAL**

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. Hence, Motorola reserves the right to request a certificate of exemption.

17.2. **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.

17.3. **WAIVER.** Failure or delay by either Party to exercise a 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.

17.4. **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.

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

17.6. **HEADINGS AND SECTION REFERENCES.** 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.

17.7. **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 provided 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.

17.8. **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 System. Customer will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the System 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.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **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.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13 PUBLIC RECORDS. The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Seller is providing

services to the County, and pursuant to section 119.0701, Florida Statutes, the Seller shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Seller does not transfer the records to the public agency. Should the County face any legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and the County in defending such action. The

Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

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

**17.14 E-VERIFY.** The Seller must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Seller during the term of this Contract to work in Florida. Additionally, if the Seller uses subcontractors to perform any portion of the Work (under this Contract), the Seller must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

The Seller further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Seller's enrollment in the program. This includes maintaining a copy of proof of the Seller's and subcontractors' enrollment in the E-Verify program. If the Seller enters into a contract with a subcontractor, the subcontractor must provide the Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Seller shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Seller may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Seller is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**17.15. 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 or 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.**

By: Daniel Sanchez

Name: Daniel Sanchez

Title: Territory Vice President

Date: 12/7/2022

Nassau County Board of County Commissioners

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

Name: \_\_\_\_\_

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

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

## **Exhibit A**

### **MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Nassau County Board of County Commissioners, FL ("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 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE 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 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. 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.

13.5. 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 of Florida. 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.

13.6. 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.

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

13.8. 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.

13.9. 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**

**For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Installment Payment Agreement**

**For the remaining System purchase not financed through the Equipment Installment Payment Agreement, the following will apply:**

**System Purchase Including Yrs 2-5 Subscriptions  
(excludes Subscribers)**

- 1. 25% due upon contract execution (due upon effective date);**
- 2. 50% due upon Enablement of SmartConnect and SmartLocate Services;**
- 3. 20% due upon Completion of Programming and Installation services; and**
- 4. 5% due upon Final Acceptance.**

**100% of the subscribers will be invoiced upon shipment (as shipped).**

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

**For Lifecycle Support Plan and Subscription Based Services:**

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	<b>Resource Types</b>			
<b>Levels</b>	<b>Project Management</b>	<b>System Engineering</b>	<b>System Technologist</b>	<b>Project Administration</b>
<b>4</b>	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
<b>3</b>	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
<b>2</b>	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
<b>1</b>	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

**Table 1 - Hourly Rates**

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according to these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

- 1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
- 2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit E**  
**EQUIPMENT INSTALLMENT PAYMENT AGREEMENT DELIVERY AND ACCEPTANCE**  
**CERTIFICATE**

The undersigned Customer hereby acknowledges receipt of the Equipment described below (“Equipment”) and hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of this Schedule A to the Equipment Installment Payment Agreement executed by Customer and Motorola.

**Installment Payment Agreement No.:** \_\_\_\_\_

**Installment Payment Schedule A No. :** \_\_\_\_\_

**EQUIPMENT INFORMATION**

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in the Equipment Installment Payment Schedule A# _____. See Schedule A for a detailed Equipment List.

**CUSTOMER:**

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

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

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

**Please complete this form and send a copy via US mail or email to:**  
Motorola Solutions Credit Company LLC  
Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661  
Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-453



November 3, 2022

Nassau County  
96135 Nassau Place  
Yulee FL 32097

Enclosed for your review, please find the documentation in connection with the radio equipment to be provided from Motorola. The terms outlined in Installment Payment Agreement #25329 are valid for contracts that are executed and returned to Motorola on or before **December 16, 2022**. After **12/16/22**, the Seller reserves the option to re-quote and re-price the Agreement based on current market conditions.

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

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

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

Thank You,

MOTOROLA SOLUTIONS CREDIT CORPORATION  
Bill Stancik

## BUYER FACT SHEET

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

1. Complete Billing Address NASSAU COUNTY  
96135 Nassau Place, Suite 7  
Yulee, FL 32097  
  
Attention: Tech Services  
  
Phone: 904-530-6057
2. Buyer County Location: Nassau County
3. Federal Tax I.D. Number 59-1863042
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: MCOMM
5. Equipment description that you would like to appear on your invoicing: Motorola Radios and Accessories

### Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Tech Services  
96135 Nassau Place, Suite 7  
Yulee, FL 32097  
  
Phone: 904-530-6050  
Fax:
7. Payment remit to address: **Motorola Credit Corp.**  
**P.O. Box 71132**  
**Chicago IL 60694-1132**



**INSTALLMENT PAYMENT AGREEMENT****Agreement Number: 25329****BUYER:****NASSAU COUNTY**96135 Nassau Place  
Yulee FL 32087**SELLER:**Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the equipment and/or software described in any Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Installment Payment Agreement ("Agreement").

**1. TERM.** This Agreement will become effective upon the execution hereof by Seller. The Term of this Agreement will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof, or the early termination option provided in Section 18 is exercised, this Agreement will continue until the date all Payments set forth on Schedule B attached hereto are paid in full ("Agreement Term").

**2. RENT.** Buyer agrees to pay to Seller or its Assignee installment payments (the "Payments"), including the interest portion in the amounts specified in Schedule B. The Payments will be payable without notice or demand at the office of the Seller (or such other place as Seller or its Assignee may from time to time designate in writing), and will commence on the first Payment Date as set forth in Schedule B and thereafter on each of the Payment Dates set forth in Schedule B. Any payments received later than forty-five (45) days from the due date will bear interest at the highest lawful rate under the laws of the State of Florida from the due date. Except as specifically provided in Section 5 hereof, the Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Buyer reasonably believes that funds can be obtained sufficient to make all Payments during the Agreement Term. Buyer will seek funding each year as a part of its budget process. It is Buyer's intent to make Payments for the full Agreement Term if funds are legally available therefore and in that regard Buyer represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

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

**3. DELIVERY AND ACCEPTANCE.** Seller will cause the Equipment to be delivered to Buyer at the location specified in Schedule A ("Equipment Location"). Buyer will accept the Equipment as soon as it has been delivered and is operational. Buyer will evidence its acceptance of the Equipment either (a) by executing and delivering to Seller a Delivery and Acceptance Certificate in the form provided by Seller; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

**4. REPRESENTATIONS AND WARRANTIES.** Seller acknowledges that the Equipment purchased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to the Contract (the "Contract") covering the Equipment. Seller acknowledges that the Equipment financed hereunder is being manufactured and installed by Seller pursuant to contract (the "Contract") covering the Equipment. Buyer acknowledges that upon execution of the Agreement by Seller, Seller will immediately sell and assign Seller's right, title and interest in and to this Agreement and the Equipment to Motorola Solutions Credit Company LLC ("Initial Assignee"). The Initial Assignee reserves the right to further assign its right, title and interest in and to this Agreement and the Equipment to a subsequent assignee ("Assignee"). BUYER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN BUYER AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY BUYER "AS IS" AND "WITH ALL FAULTS". BUYER AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH SELLER AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER SELLER NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE PURCHASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY BUYER OR ANY THIRD PARTY. NOTHING CONTAINED HEREIN SHALL PRECLUDE THE

BUYER FROM ENFORCING ANY WARRANTIES AFFORDED UNDER THE CONTRACT, AGAINST MOTOROLA SOLUTIONS, INC. AS THE EQUIPMENT VENDOR.

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

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

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

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

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

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

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

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

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

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Seller's prior written consent which will not be unreasonably withheld. Seller will be entitled to enter upon the Equipment Location or elsewhere upon five (5) days written notice to Buyer during reasonable business hours to inspect the Equipment or observe its use and operation.

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

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Buyer assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Buyer of the obligation to make Payments or to perform any other obligation under this Agreement. In the event of damage to any item of Equipment, Buyer will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Seller determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Buyer will: either (a) replace the same with like equipment in good repair; or (b) upon receipt by Buyer of the insurance payment as contemplated by Section 13 hereinbelow or payment made available from any legally available funds, pay Seller the sum of the value of equipment that is lost, stolen, destroyed or damaged beyond repair.

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

**14. INDEMNIFICATION.** Intentionally omitted.

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

Buyer covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Buyer may have against Seller. No assignment or reassignment of any Seller's right, title or interest in this Agreement or the Equipment shall be effective unless and until Buyer shall have received a notice of assignment, disclosing the name and address of each such Assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Agreement, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Buyer until Buyer shall have been advised that such agency agreement is no longer in effect. During the Agreement Term Buyer shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Seller or by Buyer to evidence the assignment, but Buyer will acknowledge such assignments in writing if so requested.

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

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Buyer fails to make any Payment (or any other payment) as it becomes due in accordance with the terms of the Agreement, and any such failure continues for forty-five (45) days after the due date thereof; (ii) Buyer fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or the Contract and such failure is not cured within twenty (20) days after written notice thereof by Seller; (iii) the discovery by Seller that any statement, representation, or warranty made by Buyer in this Agreement or in writing ever delivered by Buyer pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Buyer, or a receiver or similar officer shall be appointed for Buyer or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within forty-five (45) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

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

**17.1. RETURN OF THE EQUIPMENT.** In the event that Seller determines to return the Equipment to Buyer or its Assignee pursuant to Section 5, 17 or 18 hereof, Buyer agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Seller's option, (i) surrendering the Equipment to Seller at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Seller shall specify and shipping the same, freight collect, to Seller at the place designated by Seller. In the event of any such delivery of the Equipment to Seller, Buyer shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Seller, free and clear of all liens to which the Equipment has become subject.

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

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

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

**19. E-VERIFY.** Intentionally omitted

**20. PUBLIC RECORDS. PUBLIC RECORDS.** The County is a public agency subject to Chapter 119, Florida Statutes. IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA



32097. Under this agreement, to the extent that the Seller is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Seller shall:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Seller does not transfer the records to the public agency. Should the County face any legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorney(s) to represent the Contractor and the County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

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

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

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

**23. GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the laws of the State of Florida.

**24. DELIVERY OF RELATED DOCUMENTS.** Buyer will execute or provide, as requested by Seller, such other documents and information as are reasonably necessary with respect to the Agreement contemplated by this Agreement.

**25. ENTIRE AGREEMENT; WAIVER.** This Agreement, together with Schedule A –Installment Payment Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds Certificate of Incumbency, Buyer Resolution, Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Buyer and Seller in connection herewith, constitutes the entire agreement between the parties with respect to the Agreement of the Equipment, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of Buyer and Seller. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

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

**26. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Seller reserves the right to request receipt of a manually-executed counterpart from Buyer. Seller and Buyer agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Seller and identified as "Original", regardless of whether Buyer's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of December, 2022.

**BUYER:**

**NASSAU COUNTY**

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

Printed Name: \_\_\_\_\_

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

**SELLER:**

**MOTOROLA SOLUTIONS, INC.**

By: Uygar Gasioğlu 12/7/2022

Title: Treasurer

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or  
(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the Nassau County , an entity duly organized and existing under the laws of the Florida that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Installment Payment Agreement number **25329**, between the Nassau County and Motorola Solutions, Inc.

**IN WITNESS WHEREOF**, I have executed this certificate and affixed the seal of **THE NASSAU COUNTY** , hereto this \_\_\_\_ day of December, 2022.

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

SEAL

(Signature of Secretary/Clerk)

**OPINION OF COUNSEL**

With respect to that certain Installment Payment Agreement # 25329 by and between Motorola Solutions, Inc. (Seller) and the Buyer, I am of the opinion that: (i) the Buyer is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Buyer of the Agreement have been duly authorized by all necessary action on the part of the Buyer, (III) the Agreement constitutes a legal, valid and binding obligation of the Buyer enforceable in accordance with its terms; and (iv) Buyer has sufficient monies available to make all payments required to be paid under the Agreement during the current fiscal year of the Agreement, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Seller and any assignee of the Seller's rights under the Agreement.

*Denise C. May*

---

County Attorney for the **NASSAU COUNTY**

**SCHEDULE A  
INSTALLMENT PAYMENT AGREEMENT**

**Schedule A  
Agreement  
Number: 25329**

This Equipment Schedule is hereby attached to and made a part of that certain Installment Payment Agreement Number **25329** ("Agreement"), between Motorola Solutions, Inc. ("Seller") and the Nassau County ("Buyer").

Seller hereby sells to Buyer under and pursuant to the Agreement, and Buyer hereby accepts and purchases from Seller under and pursuant to the Agreement, subject to and upon the terms and conditions set forth in the Agreement and upon the terms set forth below, the following items of Equipment

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

Initial Agreement Term: 120 Months  
Agreement Commencement Date: December 15, 2022  
First Payment Due Date: December 15, 2023

**10 Annual Payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Payment Dates set forth in Schedule B.



**Nassau County (Schedule B)**

Nominal Annual Rate: 4.560%

Event	Date	Amount	Number	Period	End Date
1 Lease	12/15/2022	\$ 2,061,593.00	1		
2 Lease Payment	12/15/2023	\$ 261,310.87	10	Annual	12/15/2032

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

	Date	Lease Payment	Interest	Principal	Balance
Lease	12/15/2022				\$ 2,061,593.00
1	12/15/2023	\$ 261,310.87	\$ 94,008.64	\$ 167,302.23	\$ 1,894,290.77
2	12/15/2024	\$ 261,310.87	\$ 86,379.66	\$ 174,931.21	\$ 1,719,359.56
3	12/15/2025	\$ 261,310.87	\$ 78,402.80	\$ 182,908.07	\$ 1,536,451.49
4	12/15/2026	\$ 261,310.87	\$ 70,062.19	\$ 191,248.68	\$ 1,345,202.81
5	12/15/2027	\$ 261,310.87	\$ 61,341.25	\$ 199,969.62	\$ 1,145,233.19
6	12/15/2028	\$ 261,310.87	\$ 52,222.63	\$ 209,088.24	\$ 936,144.95
7	12/15/2029	\$ 261,310.87	\$ 42,688.21	\$ 218,622.66	\$ 717,522.29
8	12/15/2030	\$ 261,310.87	\$ 32,719.02	\$ 228,591.85	\$ 488,930.44
9	12/15/2031	\$ 261,310.87	\$ 22,295.23	\$ 239,015.64	\$ 249,914.80
10	12/15/2032	\$ 261,310.87	\$ 11,396.07	\$ 249,914.80	\$ -
Grand Totals		\$ 2,613,108.70	\$ 551,515.70	\$ 2,061,593.00	

**Initial insurance requirement: \$2,061,593.00**

Except as specifically provided in Section five of the Installment Payment Agreement hereof, Buyer agrees to pay to Seller or its Assignee the Installment Payment Agreement Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**Buyer:**

Nassau County

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

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

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

**Seller:**

Motorola Solutions, Inc.

By: Daniel SanchezTitle: Territory Vice PresidentDate: 12/7/2022

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25329** to that Installment Payment Agreement number **25329** will be maintained by the **NASSAU COUNTY** as stated in the Installment Payment Agreement.

This insurance shall name MOTOROLA SOLUTIONS, INC. or its assignee as additional insured and loss payee for the term of the Schedule A number **25329**. This insurance is provided by:

Florida League of Cities, Inc / Florida Association of Counties Trust  
Name of insurance provider

P.O Box 530086  
Address of insurance provider

Orlando, Florida 32853  
City, State and Zip Code

Phone number of insurance provider

In accordance with the Installment Payment Agreement Number **25329** , the **NASSAU COUNTY** , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage	\$ 2,061,593	10/01/2022	10/01/23	FMIT 0913
Public Liability				



*Protecting the Communities We Call Home*

November 17, 2022

Nassau County Board of County Commissioners  
96135 Nassau Place Suite 5  
Yulee FL 32097

RE: Motorola Solution, Inc. / Motorola Solutions Credit Company LLC

To Whom It May Concern:

The Florida Municipal Insurance Trust is unable to name Motorola Solution, Inc. / Motorola Solutions Credit Company LLC as an additional insured due to the operation of § 768.28, Florida Statutes, affecting sovereign immunity.

Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should there be any additional questions, please feel free to contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Valerie Burns".

Valerie Burns  
Underwriting Manager

VB/BL  
Enclosure




PO Box 538135  
Orlando FL 32853-8135




Phone: 407.425.9342  
Fax: 407.425.9178



InsuranceRecovery.com

<b>CERTIFICATE OF COVERAGE</b>			
<b>Certificate Holder and Loss Payee</b> Motorola Solution, Inc. Motorola Solutions Credit Company LLC Attn: Bill Stancik / 44th Floor, 500 W. Monroe Chicago, Illinois 60661		<b>Administrator</b> Issue Date 11/17/22 Florida League of Cities, Inc. Department of Insurance Services P.O. Box 538135 Orlando, Florida 32853-8135	
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.			
<b>COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST</b>			
<b>AGREEMENT NUMBER:</b> FMIT 0913		<b>COVERAGE PERIOD:</b> FROM 10/1/22 TO 10/1/23 12:01 AM STANDARD TIME	
<b>TYPE OF COVERAGE - LIABILITY</b> <b>General Liability</b> <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input type="checkbox"/> Errors and Omissions Liability <input type="checkbox"/> Employment Practices Liability <input type="checkbox"/> Employee Benefits Program Administration Liability <input type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input type="checkbox"/> Underground, Explosion & Collapse Hazard <b>Limits of Liability</b>  <b>Automobile Liability</b> <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <b>Limits of Liability</b>		<b>TYPE OF COVERAGE - PROPERTY</b> <input checked="" type="checkbox"/> <b>Buildings</b> <input checked="" type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> <b>Personal Property</b> <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$10,000 <input checked="" type="checkbox"/> Coinsurance 100% <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>  <b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b> <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability      \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease  <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A	
<b>Automobile/Equipment - Deductible</b> <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      Per Schedule - Miscellaneous Equipment			
<b>Other</b>			
<b>Description of Operations/Locations/Vehicles/Special Items</b> RE: Purchase/Lease Agreement 25329 / Equipment Value \$2,061,593			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b> Nassau County Board of County Commissioners 96135 Nassau Place Suite 5 Yulee FL 32097		<b>Cancellations</b> SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND/AVAIL TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   AUTHORIZED REPRESENTATIVE	

<b>CERTIFICATE OF COVERAGE</b>			
<b>Certificate Holder and Loss Payee</b>  Motorola Solution, Inc. Motorola Solutions Credit Company LLC Attn: Bill Stancik / 44th Floor, 500 W. Monroe Chicago, Illinois 60661		<b>Administrator</b> <span style="float: right;">Issue Date 11/17/22</span>  <b>Florida League of Cities, Inc.</b> <b>Department of Insurance Services</b> <b>P.O. Box 538135</b> <b>Orlando, Florida 32853-8135</b>	
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.			
COVERAGE PROVIDED BY: <b>FLORIDA MUNICIPAL INSURANCE TRUST</b>			
<b>AGREEMENT NUMBER:</b> FMIT 0913		<b>COVERAGE PERIOD:</b> FROM 10/1/22	
		<b>COVERAGE PERIOD:</b> TO 10/1/23 12:01 AM STANDARD TIME	
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury  <input type="checkbox"/> Errors and Omissions Liability  <input type="checkbox"/> Employment Practices Liability  <input type="checkbox"/> Employee Benefits Program Administration Liability  <input type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability  <input type="checkbox"/> Broad Form Property Damage  <input type="checkbox"/> Law Enforcement Liability  <input type="checkbox"/> Underground, Explosion & Collapse Hazard  <b>Limits of Liability</b>  <b>Automobile Liability</b>  <input type="checkbox"/> All owned Autos (Private Passenger)  <input type="checkbox"/> All owned Autos (Other than Private Passenger)  <input type="checkbox"/> Hired Autos  <input type="checkbox"/> Non-Owned Autos  <b>Limits of Liability</b>		<b>TYPE OF COVERAGE - PROPERTY</b>  <input checked="" type="checkbox"/> <b>Buildings</b> <input checked="" type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> <b>Personal Property</b> <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$10,000 <input checked="" type="checkbox"/> Coinsurance 100% <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value  <b>Limits of Liability on File with Administrator</b>	
		<b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b>  <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability      \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease  <input type="checkbox"/> Deductible N/A <input type="checkbox"/> SIR Deductible N/A	
<b>Automobile/Equipment - Deductible</b> <input checked="" type="checkbox"/> Physical Damage      Per Schedule - Comprehensive - Auto      Per Schedule - Collision - Auto      Per Schedule - Miscellaneous Equipment			
<b>Other</b>			
<b>Description of Operations/Locations/Vehicles/Special Items</b> RE: Purchase/Lease Agreement 25329 / Equipment Value \$2,061,593			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.			
<b>Designated Member</b>  Nassau County Board of County Commissioners 96135 Nassau Place Suite 5 Yulee FL 32097		<b>Cancellations</b>  SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE, THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES  <div style="text-align: center;">         _____        AUTHORIZED REPRESENTATIVE     </div>	

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

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

As is relates to the NASSAU COUNTY AGREEMENT No. 25329

1. What is the specific use of the equipment?  
**Equipment will be used for Public Safety two communication for counties First Responders and Public Safety personnel.**
2. Why is the equipment essential to the operation of the NASSAU COUNTY?  
**The equipment is essential in protecting Nassau County Citizens, First Responders, and Public Safety personnel during emergencies, law enforcement, inclement weather, and public events.**
3. Does the equipment replace existing equipment? **Yes**

**Support**

If so, why is the replacement being made? **Equipment is at End of Life and End of**

4. Is there a specific cost justification for the new equipment? **Public Safety**

If yes, please attach outline of justification. **N/A**

5. What is the expected source of funds for the payments due under the Agreement for the current fiscal year and future fiscal years? **General and Federal Funds**

## INSTALLMENT PAYMENT AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Buyer hereby acknowledges receipt of the Equipment described below ("Equipment") and Buyer hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of Agreement Schedule A to the Installment Payment Agreement executed by Buyer and Seller.

Installment Payment Agreement Date: December \_\_\_\_, 2022

Installment Payment Agreement No.: 25329 Agreement Schedule A No.: 25329

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in Agreement Schedule A# 25329. See Schedule A for a detailed Equipment List.

BUYER:

**the NASSAU COUNTY**

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

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

**BUYER RESOLUTION**  
[County Resolution Inserted]



**RESOLUTION NO. 2022-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, DETERMINING A NEED FOR THE ACQUISITION OF MOTOROLA RADIO COMMUNICATIONS EQUIPMENT AND SERVICES; AND FURTHER APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENTS NECESSARY TO ACQUIRE SAID EQUIPMENT AND SERVICES; PROVIDING CERTAIN LEGISLATIVE FINDINGS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the County desires to purchase from Motorola Solutions, Inc., certain Motorola radio communications equipment and services; and

**WHEREAS**, Motorola Solutions, Inc., desires to sell to the County said Motorola radio communications equipment and services; and

**WHEREAS**, both the County and Motorola Solutions, Inc., now desire to memorialize the terms and conditions of said sale and purchase in the Communications System and Services Agreement and the Installment Payment Agreement (hereinafter "Agreements").

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Nassau County, Florida, that:

**SECTION 1. RECITALS.** The above findings are true and correct are hereby incorporated by reference.

**SECTION 2. DETERMINATION OF NEED.** The Nassau County Board of County Commissioners has determined that a true and very real need exists for the acquisition of the radio equipment and services described in the Agreements between Nassau County (Buyer) and Motorola Solutions, Inc. (Seller).

**SECTION 3. APPROVAL AND AUTHORIZATION.** The Nassau County Board of County Commissioners has determined that the Agreements, substantially in the form presented to this meeting, are in the best interests of Nassau County for the acquisition of such equipment and services, and the Nassau County Board of County Commissioners hereby approves the entering into of the Agreements and hereby designates and authorizes the Chairman referenced in the Agreements to execute and deliver the Agreements on Nassau County's behalf with such changes thereto as such

person deems appropriate, and any related documents necessary to the consummation of the Agreements contemplated by the Agreements.

**SECTION 4. ADOPTION OF RESOLUTION.** The signatures referenced in the Agreements from the designated individuals for the Nassau County Board of County Commissioners evidence the adoption by the Nassau County Board of County Commissioners.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall become effective immediately upon adoption.

**DULY ADOPTED** by the Board of County Commissioners of Nassau County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2022 and made effective upon signature.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

\_\_\_\_\_  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.**Part I Reporting Authority**If Amended Return, check here ☐

<b>1</b> Issuer's name Nassau County		<b>2</b> Issuer's employer identification number (EIN)	
<b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		<b>3b</b> Telephone number of other person shown on 3a	
<b>4</b> Number and street (or P.O. box if mail is not delivered to street address) 96135 Nassau Place	Room/suite	<b>5</b> Report number (For IRS Use Only) 3	
<b>6</b> City, town, or post office, state, and ZIP Yulee FL 32097		<b>7</b> Date of issue 12/15/22	
<b>8</b> Name of issue Equipment Lease-Purchase Agreement 25342		<b>9</b> CUSIP number	
<b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		<b>10b</b> Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

<b>11</b> Education	<b>11</b>	
<b>12</b> Health and hospital	<b>12</b>	
<b>13</b> Transportation	<b>13</b>	
<b>14</b> Public safety	<b>14</b>	2,061,593.00
<b>15</b> Environment (including sewage bonds)	<b>15</b>	
<b>16</b> Housing	<b>16</b>	
<b>17</b> Utilities	<b>17</b>	
<b>18</b> Other. Describe ►	<b>18</b>	
<b>19a</b> If bonds are TANs or RANs, check only box 19a..... <input type="checkbox"/>		
<b>b</b> If bonds are BANs, check only box 19b..... <input type="checkbox"/>		
<b>20</b> If bonds are in the form of a lease or installment sale, check box ..... <input checked="" type="checkbox"/>		

**Part III Description of Bonds. Complete for the entire issue for which this form is being filed.**

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
<b>21</b>	12/1/32	\$ 2,061,593.00	\$ 2,061,593.00	10 years	4.56 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

<b>22</b> Proceeds used for accrued interest	<b>22</b>	
<b>23</b> Issue price of entire issue (enter amount from line 21, column (b))	<b>23</b>	2,061,593.00
<b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)	<b>24</b>	
<b>25</b> Proceeds used for credit enhancement	<b>25</b>	
<b>26</b> allocated to reasonably required reserve or replacement fund	<b>26</b>	
<b>27</b> used to refund prior tax-exempt bonds. Complete Part V	<b>27</b>	
<b>28</b> Proceeds used to refund prior taxable bonds. Complete Part V	<b>28</b>	
<b>29</b> Total (add lines 24 through 28)	<b>29</b>	
<b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	<b>30</b>	2,061,593.00

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

<b>31</b> Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
<b>32</b> Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
<b>33</b> Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
<b>34</b> Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat No. 63773S

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

**Part VI Miscellaneous**

<p><b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .</p> <p><b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .</p> <p style="margin-left: 20px;"><b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) . . . . .</p> <p style="margin-left: 20px;"><b>c</b> Enter the name of the GIC provider ▶ . . . . .</p> <p><b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .</p> <p><b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) . . . . .</p> <p style="margin-left: 20px;"><b>c</b> Enter the EIN of the issuer of the master pool bond ▶ . . . . .</p> <p style="margin-left: 20px;"><b>d</b> Enter the name of the issuer of the master pool bond ▶ . . . . .</p> <p><b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Name of hedge provider ▶ . . . . .</p> <p style="margin-left: 20px;"><b>c</b> Type of hedge ▶ . . . . .</p> <p style="margin-left: 20px;"><b>d</b> Term of hedge ▶ . . . . .</p> <p><b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶</p> <p style="margin-left: 20px;"><b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) . . . . .</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"><b>35</b></td><td style="width: 50px;"></td><td style="width: 50px;"></td></tr> <tr><td style="height: 40px;"><b>36a</b></td><td></td><td></td></tr> <tr><td style="height: 40px;"><b>37</b></td><td></td><td></td></tr> </table>	<b>35</b>			<b>36a</b>			<b>37</b>		
<b>35</b>										
<b>36a</b>										
<b>37</b>										

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

<b>Signature and Consent</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Signature of issuer's authorized representative</p> <p>Print/Type preparer's name</p> </div> <div style="width: 15%;"> <p>Date</p> <p>Preparer's signature</p> </div> <div style="width: 20%;"> <p>Date</p> </div> <div style="width: 15%;"> <p>Type or print name and title</p> <p>Check <input type="checkbox"/> if self-employed</p> </div> <div style="width: 10%;"> <p>PTIN</p> </div> </div>				
<b>Paid</b>					
<b>Preparer Use Only</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <p>Firm's name ▶</p> <p>Firm's address ▶</p> </div> <div style="width: 60%;"> <p>Firm's EIN ▶</p> <p>Phone no</p> </div> </div>				



## SCHEDULE A

### EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
15	APX NEXT XE ALL BAND	(SO/EM) PORTABLE RADIO
167	APX N70 SINGLE BAND 3" CLIP	(SO/EM) PORTABLE RADIO
5	SLOT CHARGER	(SO/EM) CHARGER
11	APX8500 MOBILE	(SO/EM) MOBILE RADIO
187	APX6500 MOBILE	(SO/EM) MOBILE RADIO
52	APX8000XE ALL BAND 2.5	(FR) PORTABLE RADIO
15	SLOT CHARGER	(FR) CHARGER
46	APX6500 MOBILE	(FR) MOBILE RADIO
8	APX8500 MOBILE	(FR) MOBILE RADIO
10	APX CONSOLETTA	(FR) BASE RADIO
3	APX900	(RB) PORTABLE RADIO
68	APX1500 MOBILE	(RB) MOBILE RADIO
1	APX1500 CONTROL STATION	(RB) BASE RADIO
1	APX NEXT ALL BAND	(AR) PORTABLE RADIO
5	APX N70 SINGLE BAND 2" CLIP	(AR) PORTABLE RADIO
6	APX 6500 MOBILE	(AR) MOBILE RADIO
1	APX 1500 CONTROL STATION	(AR) BASE RADIO



**Company ID Number: 19959**  
**Client Company ID Number: 613000**

## **THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT**

### **ARTICLE I**

#### **PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Motorola Solutions, Inc.** (Employer), and **TALX Corporation** (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### **ARTICLE II**

#### **FUNCTIONS TO BE PERFORMED**

##### **A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.



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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - Automated verification checks on employees by electronic means, and
  - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination





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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish



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- identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
  6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the



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employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final



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nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.



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#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
  - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
  - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
  - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
  - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days





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after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent



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to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## **E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day



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time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**





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1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

#### **ARTICLE IV**

#### **SERVICE PROVISIONS**



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The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

## **ARTICLE V**

### **PARTIES**

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.



**Company ID Number: 19959**

**Client Company ID Number: 613000**

- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

**Motorola Solutions, Inc.** (Employer) hereby designates and appoints **TALX Corporation** (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out **Motorola Solutions, Inc.** (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



**Company ID Number: 19959**  
**Client Company ID Number: 613000**

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer Motorola Solutions, Inc.**

\_\_\_\_\_  
 Name (Please Type or Print)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**E-Verify Employer Agent TALX Corporation**

**Jake Hackerson**

\_\_\_\_\_  
 Name (Please Type or Print)

\_\_\_\_\_  
 Title

*Electronically Signed*

**10/30/2012**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

\_\_\_\_\_  
 Name (Please Type or Print)

\_\_\_\_\_  
 Title

*Electronically Signed*

**11/12/2012**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**Information Required  
 For the E-Verify E-Verify Employer Agent Program**

**Information relating to your Company:**

**Company Name:** Motorola Solutions, Inc.



**Company ID Number: 19959**  
**Client Company ID Number: 613000**

**Company Facility Address:** 1303 E. Algonquin Road

Schaumburg, IL 60196


**County or Parish:** COOK

**Employer Identification**  
**Number:** 361115800

**North American Industry**  
**Classification Systems**  
**Code:** 334

**Administrator:**

**Number of Employees:** 10,000 and over

<b>CERTIFICATE OF COVERAGE</b>		
Certificate Holder Motorola Solutions, Inc. Motorola Solutions Credit Company LLC, Attn: Bill Stancik / 44th Floor 500 W. Monroe Chicago, Illinois 60661		Service Company Issue Date 11/17/22  <b>Florida League of Cities, Inc.</b> <b>Department of Insurance and Financial Services</b> <b>P.O. Box 530086</b> <b>Orlando, Florida 32853</b>
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
COVERAGE PROVIDED BY: <b>FLORIDA ASSOCIATION OF COUNTIES TRUST</b>		
AGREEMENT NUMBER: FACT 9012		COVERAGE PERIOD: FROM 10/1/22
		COVERAGE PERIOD: TO 10/1/23 12:01 AM STANDARD TIME
<b>TYPE OF COVERAGE - LIABILITY</b>  <b>General Liability</b>  <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Civil Rights Liability <input type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard <input checked="" type="checkbox"/> Florida Claims Bill Endorsement <input checked="" type="checkbox"/> Deductible \$25,000  <b>Limits of Liability</b> \$1,000,000 Per Occurrence/\$3,000,000 Aggregate  <input checked="" type="checkbox"/> Employment Practices Liability <input checked="" type="checkbox"/> Deductible \$25,000  <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Deductible \$5,000  <input checked="" type="checkbox"/> Florida Claims Bill Endorsement  <b>Limits of Liability</b> \$1,000,000 Per Occurrence/\$2,000,000 Aggregate		<b>Automobile Liability</b>  <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <input checked="" type="checkbox"/> Florida Claims Bill Endorsement <input checked="" type="checkbox"/> Deductible \$1,000  <b>Limits of Liability</b> \$1,000,000 Per Occurrence
<b>Description of Operations/Locations/Vehicles/Special Items</b>  Re: Coverage Verification - Purchase/Lease Agreement 25329 / Equipment Value \$2,061,593		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
DESIGNATED MEMBER          <b>NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS</b> <b>96135 NASSAU PLACE SUITE 5</b> <b>YULEE FL 32097</b>		<b>CANCELLATIONS</b> SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.    _____ AUTHORIZED REPRESENTATIVE



**Certificate Of Completion**

Envelope Id: 8988EBF2F8FA4DD2BF1B4C2C58A5B801

Status: Completed

Subject: Please DocuSign: Public Safety Communications Redundancy and Radio Replacement - \$6,499,638.70

Source Envelope:

Document Pages: 177

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 1

Tonya Wood

AutoNav: Enabled

twood@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Tonya Wood

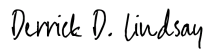
Location: DocuSign

12/7/2022 9:26:03 AM

twood@nassaucountyfl.com

**Signer Events****Signature****Timestamp**

Derrick D. Lindsay



Sent: 12/7/2022 10:52:08 AM

dlindsay@nassaucountyfl.com

Viewed: 12/7/2022 10:53:53 AM

Chief Innovation Officer

Signed: 12/7/2022 10:54:16 AM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 164.51.200.51

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

chris lacambra



Sent: 12/7/2022 10:54:21 AM

clacambra@nassaucountyfl.com

Viewed: 12/7/2022 12:11:15 PM

OMB Director

Signed: 12/7/2022 12:11:28 PM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 172.59.65.201

Signed using mobile

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Lanaee Gilmore



Sent: 12/7/2022 12:11:35 PM

lgilmore@nassaucountyfl.com

Viewed: 12/7/2022 12:14:33 PM

Procurement Director

Signed: 12/7/2022 12:14:40 PM

Nassau County BOCC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 164.51.200.51

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Abigail Jorandby



Sent: 12/7/2022 12:14:45 PM

ajorandby@nassaucountyfl.com

Viewed: 12/7/2022 12:32:52 PM

Assistant County Attorney

Signed: 12/7/2022 12:33:03 PM

Nassau BOCC

Signature Adoption: Pre-selected Style

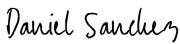

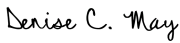
Security Level: Email, Account Authentication  
(None)

Using IP Address: 164.51.200.51

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign



Signer Events	Signature	Timestamp
Daniel Sanchez daniel.sanchez@motorolasolutions.com Territory Vice President Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.211.165.227 Signed using mobile	Sent: 12/7/2022 12:33:10 PM Viewed: 12/7/2022 12:43:08 PM Signed: 12/7/2022 12:44:27 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/7/2022 12:43:08 PM ID: a090a21c-3337-4a0a-b54b-b572dcd0785f		
Uygur Gazioglu uygur.gazioglu@motorolasolutions.com Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 174.197.68.238 Signed using mobile	Sent: 12/7/2022 12:44:33 PM Viewed: 12/7/2022 1:08:19 PM Signed: 12/7/2022 1:09:10 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/7/2022 1:08:19 PM ID: ab114794-7e14-449e-a060-5eb15f8f4e08		
Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/7/2022 1:09:15 PM Viewed: 12/7/2022 4:30:31 PM Signed: 12/7/2022 4:36:23 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/7/2022 4:36:28 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 12/7/2022 4:36:30 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Tonya Wood twood@nassaucountyfl.com Administrative Coordinator Nassau County Board of County Commission Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/7/2022 4:36:32 PM Resent: 12/7/2022 4:36:41 PM
Amy Bell abell@nassaucountyfl.com Administrative Manager Nassau County BOCC Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/7/2022 4:36:34 PM Viewed: 12/8/2022 8:21:01 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/7/2022 10:52:08 AM
Certified Delivered	Security Checked	12/7/2022 4:30:31 PM
Signing Complete	Security Checked	12/7/2022 4:36:23 PM
Completed	Security Checked	12/7/2022 4:36:34 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

#### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.