CITY OF OCALA, FL

APX NEXT SOLUTION PUBLIC SAFETY REFRESH

APRIL 16, 2025



Motorola Solutions, Inc. 2300 Lakeview Parkway, Suite 700 Alpharetta, GA 30009

April 16, 2025

Josh Sasso Director City of Ocala, FL 402 S Pine Ave Ocala, FL 34471

Subject: City of Ocala, FL APX Solution Public Safety Refresh

Dear Director Sasso:

Motorola Solutions, Inc. is pleased to have the opportunity to provide the City of Ocala, FL a proposal to refresh the existing public safety department portable radio devices. As we evaluated configuration settings for these devices, we considered the features available with your ongoing public safety technology goals. APX devices utilize the P25 network to allow the following system features to be utilized:

- Two Hundred Sixty-Five (265) APX NEXT Multi Band radios for City of Ocala Police Department to upgrade and modernize your existing 2016 technology.
- Eighty-eight (88) APX NEXT XE Single Band radios for City of Ocala Fire Rescue to upgrade and modernize, their legacy technology.
- Eighty (80) APX N70 Single Band radios for City of Ocala Electric Utility to upgrade and modernize their 2016 technology.
- LTE integration to provide a broadband data pipe for Smart Applications on the APX NEXT.
- CommandCentral Aware Mapping for a web-based common operating picture to enhance collaboration and decision-making. You can view all your first responders' location-based data together, on a single map display.
- GPS Location—Outdoor GPS Location can track the location of your personnel through the integrated GPS connectivity in your APX device.
- Encryption—Encryption is included within each of the proposed APX radios to prevent outsiders from listening in on sensitive communications.

The products and services described in this proposal shall be provided under the terms and conditions of the NASPO contract No. 00318 and the State of Florida Alternate Contract Source Agreement 43190000-22-NASPO-ACS (the "Participating Addendum"). The City may accept this proposal by issuing a PO referencing the NASPO contract No. 00318 and this proposal. Pricing will remain valid until May 30, 2025.

Questions can be directed to your Motorola Solutions Manufacturer's Representative, Robert Webb at (352) 601-7114, or your Motorola Solutions Area Sales Manager, Rob Richardson, at (407) 414-3958.

Sincerely,

Motorola Solutions, Inc.

Daniel Sanchez
Territory Vice President, State of Florida
State and Local Government Market

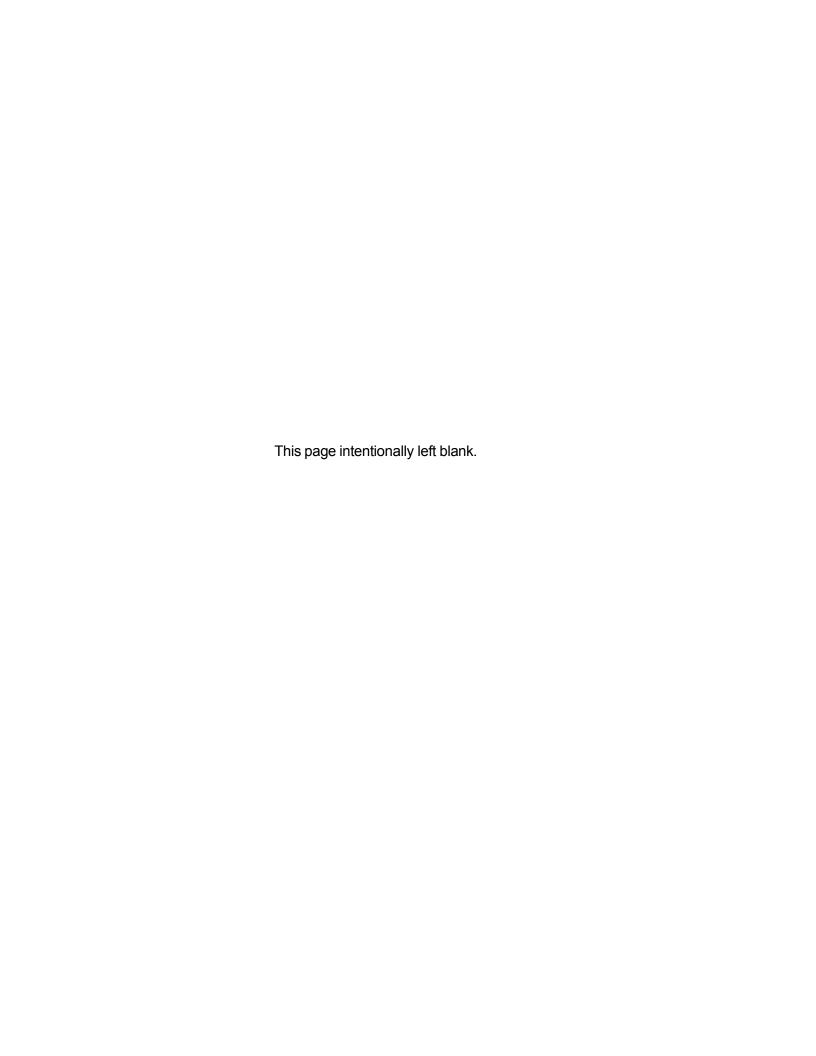


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SOLUTION DESCRIPTION

1.1 APX NEXT RADIO SOLUTION (OCALA POLICE DEPARTMENT)

Motorola Solutions is proposing the APX NEXT Multi Band Portable Radio configured with the Security software bundle, and Core software bundle, as well as the LTE smart features described in this proposal.

Motorola Solutions is proposing the following for City of Ocala, FL Police Department:

- 265 APX NEXT Multi Band 7/800MHz/UHF Portable Radios:
 - 265 ViQi Remote Speaker Microphones
 - 265 Stubby (Short) Antennas
 - 50 Spare Batteries
 - 265 Single Unit Chargers
 - 6 Multi-Unit Chargers (6-Bank)

1.2 APX NEXT XE RADIO SOLUTION (OCALA FIRE RESCUE)

Motorola Solutions is proposing the APX NEXT XE Single Band Portable Radio configured with the Security software bundle, and Core software bundle, as well as the LTE smart features described in this proposal.

Motorola Solutions is proposing the following for City of Ocala, FL Fire Rescue.

- 88 APX NEXT Single Band 7/800MHz Portable Radios:
 - 150 ViQi Remote Speaker Microphones
 - 88 Stubby (Short) Antennas
 - 108 Spare Batteries
 - 16 Single Unit Chargers
 - 12 Multi-Unit Chargers (6-Bank)

1.3 APX N70 RADIO SOLUTION (OCALA ELECTRIC UTILITY)

Motorola Solutions is proposing the APX N70 Single Band Portable Radio configured with the Security software bundle, and Core software bundle, as well as the LTE smart features described in this proposal.

Motorola Solutions is proposing the following for City of Ocala, FL Electric Utility.

- 80 APX N70 Single Band Portable Radios:
 - 1 ViQi Remote Speaker Microphones
 - 80 Stubby (Short) Antennas
 - 30 Spare Batteries
 - 70 Single Unit Chargers
 - 2 Multi-Unit Chargers (6-Bank)



1.4 APX NEXT RADIO SOLUTION

Motorola Solutions is proposing two hundred sixty-five (265) APX NEXT Multi Band for Ocala Police Department, eighty-eight (88) APX NEXT XE Single Band devices for City of Ocala Fire Rescue, and eighty (80) APX N70 Single Band for Ocala Electric Utility. APX NEXT and APX NEXT XE are Motorola Solutions' next-generation P25 platform, 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.





Figure 1-1: APX NEXT XE

Figure 1-2: APX NEXT

Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT XE brings future-ready applications, services, and best-in-class connectivity to the field and control room. The APX NEXT XE platform's cloud-based provisioning system will allow your agency to quickly procure, provision, and update the APX NEXT XE 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 XE device include the following:

- SmartTouch Experience—Easier operation with a redefined touch UI, centered around a new 3.6inch 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 XE 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 XE device meets the same MIL standards for ruggedization achieved by our APX platform radios.

1-2 Solution Description

- 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 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 evolution—APX NEXT XE 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.

1.4.1 APX NEXT MULTI BAND PORTABLE RADIO

Your radio is your lifeline. APX NEXT is our next step in advancing it. It's designed to military standards for extreme ruggedness. The touchscreen works with or without gloves—in rain, dirt, and dust. High dynamic range microphones and high-power speakers deliver our best audio ever, while SmartConnect keeps you connected even beyond your P25 system. The result is a radio that works when you need it, virtually without pause, distraction or doubt.

APX NEXT is designed for effortless usability when everything is on the line. Intuitive knobs and buttons are easily distinguished by touch. A mission-critical touchscreen makes it fast and easy to operate your radio. And ViQi understands a huge range of natural language voice commands, so you can operate the radio with eyes-up awareness. Every interaction is simple, fast and logical. You stay focused on what matters—your mission and your safety.

APX NEXT mission-critical apps bring new intelligence to the field. ViQi enables natural language database queries, rapidly giving vital information, and letting dispatchers stay focused on critical situations. And because APX NEXT is built on our mission-critical big data platform, data and operations are secure, and new capabilities can be seamlessly added as your needs evolve.

APX NEXT gives you back time: a cloud-based provisioning system prepares radios before they arrive. Remote updating keep radios in the field, with zero touch and zero downtime. MyView Portal provides direct access to subscriptions, warranties and licenses, and a range of

services helps you to manage your operation. With APX NEXT, your ownership experience is streamlined, so your valuable resources stay focused and ready.

Key benefits for City of Ocala, FL first responders include:

- Longer battery life means you can power through back-to-back calls throughout your shift (14 hours with standard battery compared to 12 hours).
- Touchscreen for better user experience is protected by toughened glass, and works in
 the hottest, wettest and grittiest conditions, with and without gloves. A heavy-duty digitizer
 recognizes touches even through gloves, while rejecting false touches from water, snow,
 ice or debris. And with a transflective display, you are set for indoor and outdoor
 readability.
- ViQi Voice Control uses a set of commands to enable radio operation in low or high
 noise environments, helping maintain eyes-up awareness. ViQi button allows for quick
 access to voice controls, enabling responders to perform actions such as changing
 channels, check battery status, and adjusting volume without breaking focus.
- Shorter and more flexible antennas deliver great coverage in a compact form factor that won't snag on clothing or equipment, with 40% more flexibility.



Enhanced audio quality with:

- Two high dynamic range microphones improve intelligibility with extremely loud and soft inputs, and reduce noise and distortion across the range.
- Our proven adaptive audio engine includes advanced noise suppression and works in tandem with the multiple HDR microphones to reduce the effects of unpredictable background noise in loud or windy environments. The microphones feed into sophisticated algorithms which track your voice and filter out the surrounding noise for superior intelligibility. Arranged for all-round coverage, multiple microphones ensure your voice is heard from every direction and different usage positions.
- Set the radio volume once. Automatic Receive Volume Leveling ensures radio communications are heard at similar loudness, so there's no need to constantly adjust the volume between loud and soft talkers throughout your shift.
- Enlarged full color top screen displays critical information at a glance; all of that in addition to all the LTE features.

1.4.2 Xtreme Voice Remote Speaker Microphone (XVP 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 Al 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. So 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.

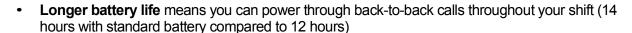
1.4.3 APX NEXT XE Single Band Portable Radio

APX NEXT XE brings usability and performance advancements to every aspect of the radio experience. Interfaces are streamlined. Workflows are accelerated. Mission-critical reliability is ensured. And the focus that keeps firefighters safe and effective in extreme environments, is protected.

Mission-critical performance and best-in-class audio ensure your lifeline is there when you need it. The APX NEXT XE's rugged design is purpose built for extreme environments. Exaggerated controls make it easy to operate with or without gloves. Natural interfaces—from touchscreens to voice controls—keep your focus where it matters, when it matters. Ultra-connectivity gives you public safety LTE, Bluetooth, and Wi-Fi. And new applications and services, SmartConnect and ViQi, bring new intelligence to the field.

APX NEXT XE reduces configuration time and update cycles from months to minutes. Radios can be provisioned and updated in the cloud, and new capabilities—like video, data analytics, and AI applications— can be added as your needs evolve.





- **Touchscreen** for better user experience is protected by toughened glass, and works in the hottest, wettest and grittiest conditions. A heavy-duty digitizer recognizes touches even through gloves, while rejecting false touches from water, snow, ice, or debris. And with a transflective display, you are set for indoor and outdoor readability.
- ViQi Voice Control uses a set of commands to enable radio operation in low or high noise
 environments, helping maintain eyes-up awareness. ViQi button allows for quick access to voice
 controls, enabling firefighters to perform actions such as changing channels, check battery status,
 and adjusting volume without breaking focus.
- Shorter and more flexible antennas deliver great coverage in a compact form factor that won't snag on clothing or equipment, with 40% more flexibility.
- **Enhanced audio quality** with (new high range dynamic mics, improved noise reduction, and receive volume leveling):
 - Two high dynamic range microphones improve intelligibility with extremely loud and soft inputs, and reduce noise and distortion across the range.
 - Our proven adaptive audio engine includes advanced noise suppression and works in tandem with the multiple HDR microphones to reduce the effects of unpredictable background noise in loud or windy environments. The microphones feed into sophisticated algorithms which track your voice and filter out the surrounding noise for superior intelligibility. Arranged for all-round coverage, multiple microphones ensure your voice is heard from every direction and different usage positions, even while using an SCBA mask.



 Set the radio volume once. Automatic Receive Volume Leveling ensures radio communications are heard at similar loudness, so there's no need to constantly adjust the volume between loud and soft talkers throughout your shift.

1.4.4 Xtreme Voice Remote Speaker Microphone (XVE500 RSM)

Newest to the Xtreme Voice Remote Speaker Microphone lineup, the XVE500 is the next generation mission-critical RSM designed for optimal use with APX NEXT XE. Equipped with four high dynamic range mics, automatic audio leveling and noise reduction, and built in ViQi button, the XVE500 RSM delivers the clearest and loudest audio communications with easy access to radio controls and critical information. Whether you are in the heat of a fire or exposed to extreme weather conditions, the XVE500 will keep you connected to your team.

Key benefits of the XVE500 RSM for Ocala Fire Rescue include:

- Heat Resistant Housing and Cable—This RSM was designed to withstand heat exposure of 500°F (260°C) for up to 5 minutes.
- 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 firefighters will transmit more intelligible speech.
- High Dynamic Range Microphones with new Adaptive Noise Suppression—Four HDR 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.
- Water and Windshielding—In order to reduce the roar of wind noise, the RSM housing has been engineered to direct airflow away from those sensitive microphones. The strategic placement of the microphones and enhanced water drainage provide users with the flexibility to wear it straight, upside down and even sideways while still delivering the loudest and clearest audio in the noisiest environments.
- Dedicated ViQi Button—The dedicated ViQi button on your XVE500 RSM allows you to operate ViQi from your shoulder.



1.5 APX N70 Portable Radio Solution Overview

The APX N70 offers affordable, next generation communications for The City of Ocala Police Department & Ocala Electric Utility 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. Motorola Solutions is proposing eighty (80) APX N70 for Ocala Electric Utility.

Durable and Easy to Use

The APX N70 enhances operations with a full color transflective 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, with software and hardware encryption, single- and multi-key encryption and P25 Authentication that protect 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 across radio systems with minimal intervention by the radio user.



1.6 APX NEXT & N70 SmartServices Overview

1.6.1 Managing and Provisioning Devices

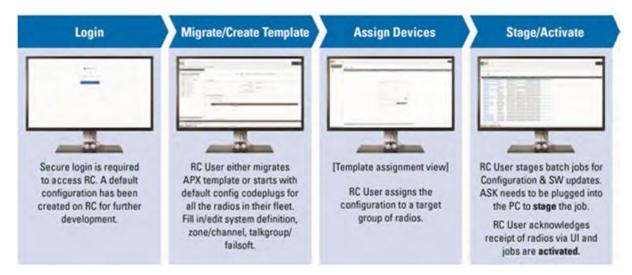
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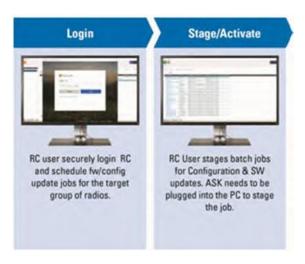
APX NEXT Provisioning Process via RadioCentral (RC)

The APX NEXT 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 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.

1.6.2 Evolving with Updates and Upgrades

APX NEXT 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 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.

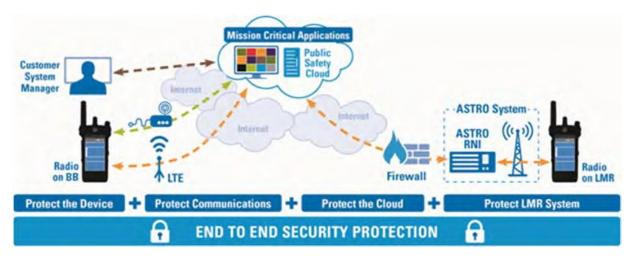


APX NEXT In-Field Update on the Device

1.6.3 Securing Communications

APX NEXT uses 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

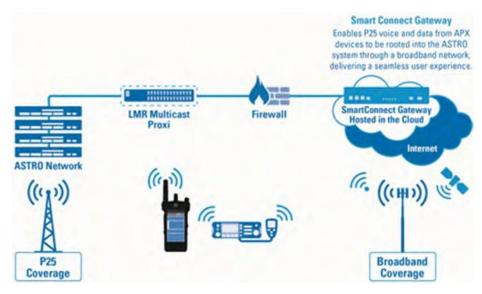
1-10 Solution Description

1.6.4 Evolving with Application Services

The proposed APX NEXT devices will come equipped with several application services that use the APX NEXT broadband capabilities to make the devices easier to use, and better able to support expanded public safety communications and intelligence. A description of each of these application services is provided below.

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 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.

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 radio unit tracking and improved location performance when a user moves indoors or enters marginal conditions (deep street canyons, forested areas).

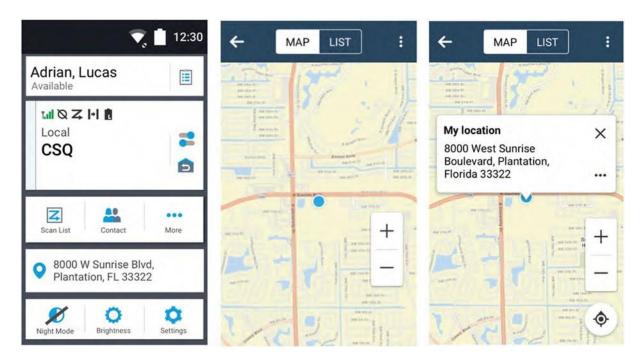
SmartLocate is seamlessly integrated with CommandCentral Aware Mapping and features location triggers such as time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

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.

1-12 Solution Description

SmartMapping Application Service

The SmartMapping application provides precise and accessible location information for field users on APX NEXT'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:

- 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.

SmartProgramming Application Service

Leveraging Device Managed Services and RadioCentral provisioning capabilities, the SmartProgramming application allows radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth.

SmartProgramming allows the APX NEXT 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.

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SECTION 2

STATEMENT OF WORK

2.1 INTRODUCTION

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions system as presented in this offer to City of Ocala, FL, (hereinafter referred to as Customer). When assigning responsibilities, the phrase "Motorola Solutions" includes our subcontractors and third-party partners. This statement of work is descriptive of the implementation of optional Command Central Aware software and interfaces described in this proposal.

Execution and changes to this SOW are subject to mutual agreement between Motorola Solutions and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola Solutions work is performed remotely. Customer will provide Motorola Solutions resources with unrestricted direct network access to enable Motorola Solutions to fulfill its delivery obligations.

Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with a mutually agreed upon governing Project Schedule. Any changes to the governing Project Schedule will be mutually agreed upon via the change provision of the Agreement.

2.2 PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

2.2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to City of Ocala, FL (City). The tasks described herein will be performed by Motorola, its subcontractors, and the City to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the City during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and The City.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes.

2.2.2 **Assumptions**

Motorola has based the system design on information provided by the City and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to the City, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorolaprovided transmitter(s) to the Motorola- provided receiver(s). Should the City's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the sue.

2.2.3 Contract Administration (Purchase Order)

Motorola/Tri-Co Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Schedule the project kickoff meeting with the City.

City Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Citysigned approvals.
- Assign other resources necessary to ensure completion of project tasks for which the City is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the City assign resources.
- Project kickoff meeting is scheduled.

2.2.4 Program and Distribute Portables

Motorola Responsibilities:

- Program test portables with each template version and activate them on the system.
- Once all templates and client software is tested and approved by the City, Motorola requests written approval of template acceptance.
- Program all the portables, as identified in the equipment list, based upon the City approved programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.
- Deliver units to authorized City personnel and inventory upon receipt.

City Responsibilities:

- Approve final template(s) and initiate portable programming.
- Upon receipt of portables, a City-authorized signatory acknowledges receipt

City of Ocala, FL April 16, 2025

- of all portables and accessories and proper operation of a sampling of portables.
- Distribute the portables to end users.

Completion Criteria:

• All portables are successfully programmed and approved by the City.



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SECTION 3

EQUIPMENT LIST

Equipment List

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Equipment List - Ocala Police

APX NEXT Multi-Band Portable Smart Radios

Description	Qty	
APX NEXT Multi-Band Portable (7/800MHz & UHF) P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA) P25 Link Layer Authentication, ASTRO 25 OTAR W/ Multikey, AES 256/DES-XL/DES-OFB Encryption & ADP Wi-Fi Capable with Out-of-the Box Wi-Fi Provisioning ViQi Voice Control	265	
Smart Applications – SmartProgramming, SmartConnect, SmartLocate, SmartMapping - 5 Years	265	
Radio Central Programming Licensing – 5 Years		
DMS Coverage – 5 Years	265	
APX NEXT Spare Battery	50	
APX NEXT IMPRES 2 Single Unit Chargers (Desktop)	265	
XVP850 Remote Speaker Microphones (Wired)		
APX NEXT IMPRES 2 Multi-Unit Chargers (6-Bank)	6	
KVL5000 Encryption Keyloader with Cables	1	

Equipment List - Ocala Fire

APX NEXT XE Single-Band Portable Smart Radios

Description	Qty	
APX NEXT XE Single-Band Portable (7/800MHz) P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA) P25 Link Layer Authentication, ASTRO 25 OTAR W/ Multikey, AES 256/DES-XL/DES-OFB Encryption & ADP Wi-Fi Capable with Out-of-the Box Wi-Fi Provisioning ViQi Voice Control Green Radio Housing	88	
Smart Applications – SmartProgramming, SmartConnect, SmartLocate, SmartMapping - 5 Years		
Radio Central Programming Licensing – 5 Years		
DMS Coverage – 5 Years		
CommandCentral AWARE – 5 Years	1	
APX NEXT Spare Battery		
APX NEXT IMPRES 2 Single Unit Chargers (Desktop)		
XVE500 DIV 1 Remote Speaker Microphone Black, With Knob	150	
APX NEXT IMPRES 2 Multi-Unit Chargers (6-Bank)		

Equipment List - Ocala Utility

APX N70 Single-Band Portable Smart Radios

Description	Qty	
APX N70 Single-Band Portable (7/800MHz) P25 Trunking Phase 1 (FDMA) / Phase 2 (TDMA) P25 Link Layer Authentication, ASTRO 25 OTAR W/ Multikey, AES 256/DES-XL/DES-OFB Encryption & ADP Wi-Fi Capable with Out-of-the Box Wi-Fi Provisioning ViQi Voice Control	80	
Smart Applications – SmartProgramming, SmartConnect, SmartLocate, SmartMapping - 5 Years		
Radio Central Programming Licensing – 5 Years		
DMS Coverage – 5 Years		
APX N70 Spare Battery	30	
APX N70 IMPRES 2 Single Unit Chargers (Desktop)		
XVP750 Remote Speaker Microphone With Channel Knob		
APX N70 IMPRES 2 Multi-Unit Chargers (6-Bank)	2	

SECTION 4

PRICING SUMMARY

Pricing

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Pricing

Fleet Pricing Summary

OCALA POLICE DEPARTMENT - PRICING SUMMAR	RY .
Radio Equipment and Year 1 Services MSRP	\$3,809,401.10
Smart Applications Services Years 2-5	\$351,962.40
Device Management Services Years 2-5	\$81,535.20
NASPO Contract Discount	(\$929,738.60)
Radio Equipment And Services (NASPO Pricing) Subtotal	\$3,313,160.10
OCALA FIRE RESCUE - PRICING SUMMARY	
Radio Equipment and Year 1 Services MSRP	\$1,375,703.44
Smart Applications Services Years 2-5	\$116,878.08
Device Management Services Years 2-5	\$27,075.84
NASPO Contract Discount	(\$333,922.48)
Radio Equipment And Services (NASPO Pricing) Subtotal	\$1,185,734.88
OCALA ELECTRIC UTILITY - PRICING SUMMARY	
Radio Equipment and Year 1 Services MSRP	\$953,461.88
Smart Applications Services Years 2-5	\$106,252.80
Device Management Services Years 2-5	\$21,964.80
NASPO Contract Discount	(\$227,828.07)
Radio Equipment And Services (NASPO Pricing) Subtotal	\$853,851.41
PRICING DETAIL	
Radio Equipment, Deployment, DMS, and Smart Applications	\$5,352,746.39
Radio Equipment, Deployment, DMS, and Smart Applications CommandCentral Aware Years 2-5	\$5,352,746.39 \$45,280.00
CommandCentral Aware Years 2-5	\$45,280.00

^{*} The products and services described in the table above shall be provided under the terms and conditions of the NASPO contract No. 00318 and the State of Florida Alternate Contract Source Agreement 43190000-22-NASPO-ACS (the "Participating Addendum")

For the subscriber purchase financed through Motorola, the payment schedule shall be included in the Equipment-Lease Purchase Agreement. Invoices for Years 2-5 of Smart Services and Radio Central shall be invoiced annually in advance of each year, in combination with the annual lease payment invoice.

Lease Payment Schedule

For the purchase reflected in Section 4, financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement. If the 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. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package.

Payment Schedule						
Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Lease Payment (Includes Interest)	\$1,040,391.02	\$1,040,391.02	\$1,040,391.02	\$1,040,391.02	\$1,040,391.02	\$5,201,955.10
Public Safety Applications (Years 2-5)	Included in Lease	\$155,093.32	\$155,093.32	\$155,093.32	\$155,093.32	\$620,373.28
DMS Coverage (Years 2-5)	Included in Lease	\$32,643.96	\$32,643.96	\$32,643.96	\$32,643.96	\$130,575.84
Combined Total	\$1,040,391.02	\$1,228,128.30	\$1,228,128.30	\$1,228,128.30	\$1,228,128.30	\$5,952,904.22

For Reference Purposes Only, the table above represents the invoice amount per year, inclusive of Lease interest reflected in Section 4 Fleet Pricing Summary.

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SECTION 5

CONTRACTUAL DOCUMENTATION

The products and services described in this Proposal shall be provided under the terms and conditions of the NASPO contract No. 00318 and the State of Florida Alternate Contract Source Agreement 43190000-22-NASPO-ACS (the "Participating Addendum"). Pricing will remain valid until May 30, 2025.





April 16, 2025

CITY OF OCALA 110 SE Watula Ave Ocala FL 34471

RE: Municipal Lease #25559

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25559 are valid for contracts that are executed and returned to Motorola on or before May 30, 2025 After 5/30/2025, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

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

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

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

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC Bill Stancik

LESSEE FACT SHEET

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

1.	Complete Billing Address	
	E-mail Address:	
	Attention:	
	Phone:	
2.	Lessee County Location:	
3.	Federal Tax I.D. Number	
4.		e referenced on invoice (if necessary) or other in determining the applicable <u>cost center</u> or
5.	· ·	ou would like to appear on your
Appr	opriate Contact for Documentation /	System Acceptance Follow-up:
6.	Appropriate Contact & Mailing Address	
	Phone:	
	Fax:	
7.	Payment remit to address:	Motorola Solutions Credit Company LLC P.O. Box 71132 Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE: LESSOR: 25559

CITY OF OCALA 110 SE Watula Ave Ocala FL 34471

Motorola Solutions, Inc. 500 West Monroe Chicago IL 60661

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

- **1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").
- 2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

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

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

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

ELPA FL Short C 72816

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). Lessee further acknowledges that except as expressly set forth in the Contract, Lessor makes no express or implied warranties of any nature or kind whatsoever, and as between Lessee and the Assignee, the Property shall be accepted by Lessee "as is" and "with all faults." Lessee agrees to settle all claims directly with Lessor and will not assert or seek to enforce any such claims against the Assignee. Neither Lessor nor the Assignee shall be liable for any direct, indirect, special, incidental, or consequential damages of any character as a result of the lease of the Equipment, including without limitation, loss of profits, property damage or lost production whether suffered by Lessee or any third party.

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

- 5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.
- 6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

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

and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

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

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

- 7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.
- **8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.
- **9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
- **10. LOCATION; INSPECTION**. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.
- 11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.
- 12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor

determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

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

- 23. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.
- 14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.
- 15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

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

- 16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.
- **17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.
- 17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it

was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

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

- **18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.
- 19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.
- **20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- **21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.
- **22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.
- 23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), 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 Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 15th day of May, 2025

LESSEE: CITY OF OCALA	LESSOR: MOTOROLA SOLUTIONS, INC.
By:	
Name:	
Title:	Title: Treasurer
	CERTIFICATE OF INCUMBENCY
I,	do hereby certify that I am the duly elected or y/Clerk)
	y/Clerk) ry or Clerk of CITY OF OCALA, an entity duly organized and existing under the
authority on behalf of such er between CITY OF OCAL exceeds \$1,000,000, attached adopted by the governing boo	I have executed this certificate
By: (Signature of Secretary	ary/Clerk)
	OPINION OF COUNSEL
Solutions, Inc. and the Lesse Internal Revenue Code of 199 Equipment Location describe the Lease have been duly autilegal, valid and binding oblig sufficient monies available to the Lease, and such monies h	certain Equipment Lease-Purchase Agreement # 25559 by and between Motorola e, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the 86, a state or a fully constituted political subdivision or agency of the State of the d in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of horized by all necessary action on the part of the Lessee, (III) the Lease constitutes a ation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has make all payments required to be paid under the Lease during the current fiscal year of ave been properly budgeted and appropriated for this purpose in accordance with State ied upon by the Lessor and any assignee of the Lessor's rights under the Lease.
Attorney fo	or CITY OF OCALA

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 25559 Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25559** ("Lease"), between Lessor and <u>CITY OF OCALA</u>, Lessee.

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

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

Initial Term: 65.5 Months Commencement Date: May 15, 2025

First Payment Due Date: November 1, 2026

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

City of C	Dcala (Schedu	le B 25559)				
Compoun	d Period:		Annual			
Nominal Annual Rate:			4.609%			
CASH FLO	W DATA					
	Event	Date	Amount	Number	Period	End Date
1	Lease	5/15/2025	\$ 4,456,468.97	1		
2	Lease Payment	11/1/2026	\$ 1,040,391.02	5	Annual	11/1/2030
AMORTIZA	ATION SCHEDULE	E - Normal Amortization, 360 Day Y		ear		
	Date	Lease Payment	Interest	Principal	Balance	
Lease	5/15/2025	,		•	\$ 4,456,468.97	
1	11/1/2026	\$ 1,040,391.02	\$ 306,858.31	\$ 733,532.71	\$ 3,722,936.26	
2	11/1/2027	\$ 1,040,391.02	\$ 171,587.60	\$ 868,803.42	\$ 2,854,132.84	
3	11/1/2028	\$ 1,040,391.02	\$ 131,545.04	\$ 908,845.98	\$ 1,945,286.86	
4	11/1/2029	\$ 1,040,391.02	\$ 89,656.95	\$ 950,734.07	\$ 994,552.79	
5	11/1/2030	\$ 1,040,391.02	\$ 45,838.23	\$ 994,552.79	\$ -	
Grand Tot	als	\$ 5,201,955.10	\$ 745,486.13	\$ 4,456,468.97		

INITIAL INSURANCE REQUIREMENT:

\$4,456,468.97

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

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25559** to that Equipment Lease Purchase Agreement number **25559** will be maintained by CITY OF OCALA as stated in the Equipment Lease Purchase Agreement.

This insurance is provided	by:				
Name of insurance provide	er				
Address of insurance prov	ider				
City, State and Zip Code					
Phone number of local ins	urance provide	r			
E-mail address					
In accordance with the Eq that following coverage ar				59 ,	, hereby certifie
Туре	Amount	Effective Date	Expiration Date	Policy Number	
Fire and Extended Coverage					_
Property Damage					_
Public Liability					

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25559 to that Equipment Lease Purchase Agreement number 25559. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25559 and list any deductibles

Certificate Holder:

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

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

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, <u>please address the following questions</u> by completing this form or by sending a separate letter:

- 1. What is the specific use of the equipment?
- 2. Why is the equipment essential to the operation of CITY OF OCALA?
- 3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

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

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

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

Equipment Lease Purchase Agreement No.: <u>25559</u> Lease Schedule A No.: 25559

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule
		A#25559. See Schedule A for a detailed
		Equipment List.
	LESSEE:	
	CITY OF C	OCALA
	By:	
	, <u></u>	

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25559) held on (Insert Date) May 6, 2025, the following resolution was introduced and adopted.

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

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

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

Form 8038-G

Information Return for Tax-Exempt Governmental Bonds

(Rev. May 2018)

Department of the Treasury
Internal Revenue Service

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

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

OMB No. 1545-0720__

Part	Reporting Author	ority			If Amended Re	turn,	check here ▶	
1	ssuer's name				2 Issuer's empl	over ide	entification number	r (EIN)
CITY	OF OCALA				· ·			, ,
	3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) 3b Telephone number of other person (other than issuer)					other person show	n on 3a	
4 1	Number and street (or P.O. box it	f mail is not delivered to street address)	Room/suite	5 Report number	er (For I	RS Use Only)	
	E Watula Ave		,				3	
6 (City, town, or post office, state, a	nd ZIP code		I	7 Date of issue		, ,	
	a FL 34471	2 0000				5/15/2	25	
	Name of issue				9 CUSIP numbe	r None		
Equip	ment Lease-Purchase Agre	eement 25559						
	Name and title of officer or other on structions)	employee of the issuer whom the IRS r	may call for more informati	on (see	10b Telephone nu employee sho			
Part	Type of Issue (e	nter the issue price). See	the instructions and	attach sche	edule.			
11						11		
12						12		-
13	Transportation					13		
14	•					14	4,456,468.97	
15	· ·	sewage bonds)				15		
16						16		
17						17		
18	Other. Describe -					18		
19a	If bonds are TANs or RA	ANs, check only box 19a			▶ □			
b	If bonds are BANs, che	ck only box 19b			▶ □			
20	If bonds are in the form	of a lease or installment sale,	check box		X			
Part	Description of E	Bonds. Complete for the en	tire issue for which	h this form	is being filed.			
	(a) Final maturity date	(b) Issue price	(c) Stated redempti price at maturity		(d) Weighted average maturity		(e) Yield	
21	11/1/2030	4,456,468.97	na		5.458 years		4.60	9 %
Part	V Uses of Proceed	ds of Bond Issue (includin	ig underwriters' d	liscount)	N/A			
22	Proceeds used for accru	ued interest				22		
23	Issue price of entire issue (enter amount from line 21, column (b))							
24	Proceeds used for bond issuance costs (including underwriters' discount)							
25	Proceeds used for credit enhancement							
26	Proceeds allocated to reasonably required reserve or replacement fund . 26							
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V							
	Froceeds used to refund prior taxable bonds. Complete Fait V 20							
28	Total (add lines 24 throu	rah 20)				20		
29 30								
Part		· · · · · · · · · · · · · · · · · · ·				30		
		Refunded Bonds. Complete						/Oarc
31 32	Find with a name division was in the discussion of the develop benefit to be not under				<u>/ears</u>			
33	•				► YYY) ►			<u>/ears</u>
34	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) Enter the date(s) the refunded bonds were issued • (MM/DD/YYYY)							

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

Part VI Miscellaneous 35 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . 36a 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) Enter the name of the GIC provider ▶ 37 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► □ and enter the following information: **b** Enter the date of the master pool bond ► (MM/DD/YYYY) c Enter the EIN of the issuer of the master pool bond ▶ d Enter the name of the issuer of the master pool bond ▶ If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.....▶ 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.....▶ **41a** If the issuer has identified a hedge, check here ▶ □ and enter the following information: Name of hedge provider ▶ Type of hedge ▶ d Term of hedge ► 42 If the issuer has superintegrated the hedge, check box If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are 43 remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶ 44 If the issuer has established written procedures to monitor the requirements of section 148, check box...... **45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ □ and enter the amount of reimbursement.....▶ Enter the date the official intent was adopted ► (MM/DD/YYYY) Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return to the person that I have authorized above. Signature and Consent Signature of Authorized Representative Date Title Paid Preparer Signature

[CUSTOMER LETTERHEAD]

04/16/2025

To: Motorola Solutions, Inc.("Motorola") 500 W. Monroe St. Chicago, IL 60661

Re: APX NEXT Portable Radios & Accessories

Contract Name / Number: NASPO 00318/State of Florida Alternate 43190000-22-NASPO ACS ("Participating Addendum")

Motorola Lease #:: 25559

Proposal / Quote Ref & (required): City of Ocala, FL APX Solutions Public Safety Refresh 3065889

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote for the purchase price of \$5,207,418.09. The Purchase will be paid with the disbursements from Motorola Lease Purchase Agreement in the amount of \$4,456,468.97. The balance of \$750,949.12 will be paid as invoiced annually. The terms and conditions of the above referenced master contract and Motorola Lease Financing agreement will guide this purchase.

Title and Risk of Loss to Equipment shall pass to Customer upon shipment from Motorola. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. 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.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address: City of Ocala, FL 110 SE Watula Avenue Ocala, FL 34471

Invoices should reference City of Ocala, FL APX Solution Public Safety Refresh 3065889:

The Equipment will be shipped to the Customer at the following address: City of Ocala Police Department 402 S Pine Avenue
Ocala FL 34471

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:

City of Ocala Police Department 402 S Pine Avenue Ocala FL 34471

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact me directly at <u>Joshua.sasso@ocalapd.gov</u> or call me at 352-689-7000

Sincerely yours,	
Ву:	_
[Insert Name]	
[Insert Title]	
Motorola Solutions, Inc. Agreement number City	of Ocala, FL APX Solutions Public Safety Refresh 3065889