

RESOLUTION NO. 2024-35

A RESOLUTION AUTHORIZING THE PURCHASE OF RADIOS AND RELATED EQUIPMENT FROM MOTOROLA SOLUTIONS FOR USE IN THE POLICE DEPARTMENT, IN THE AMOUNT OF TWO HUNDRED THIRTEEN THOUSAND THIRTY-SIX DOLLARS (\$213,036.00), AND DECLARING AN EMERGENCY.

WHEREAS, it is in the best interests of the residents of the City of Willowick and its Police Department to purchase new and updated radio communication devices for use by its police safety forces; and

WHEREAS, the City has received a price quotation from Motorola Solutions, Inc. in the total amount of Two Hundred Thirteen Thousand Thirty-Six Dollars (\$213,036.00) for the radios required by the police department; and

WHEREAS, the City of Willowick will be paying Sixty Thousand Dollars (\$60,000.00) from its share of Ohio State Local Fiscal Recovery Funds towards the purchase of said radios, and financing the remaining balance of the purchase price through Huntington Public Capital Corporation; and

WHEREAS, Motorola Solutions Inc., 500 West Monroc, Chicago, Illinois 60661, is a member of the Ohio State Cooperative Purchasing Program (Ohio State Term Contract 573077-0), which satisfies the competitive bidding requirement of the Willowick Codified Ordinances and Ohio Revised Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, AND STATE OF OHIO:

Section 1. That the purchase of the police radios and related equipment identified on the price quote annexed as Exhibit A, and incorporated herein, from Motorola Solutions Inc. is hereby authorized in the total amount of Two Hundred Thirteen Thousand Thirty-Six Dollars (\$213,036.00) in accordance herewith, and to execute any and all documentation necessary to formalize said purchase.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 123 of the Codified Ordinances of the City of Willowick.

Section 3. This Resolution constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willowick and further provides for the usual and necessary daily operation of a municipal department and its emergency communications system; wherefore, this Resolution shall be in full force and take effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: _____, 2024

Monica Koudela, Council President

Submitted to the Mayor: _____, 2024

Approved by the Mayor: _____, 2024

Michael Vanni, Mayor

ATTEST: _____
Christine Morgan, Clerk of Council



WILLOWICK, CITY OF

05/17/2024

05/17/2024

WILLOWICK, CITY OF
30435 LAKE SHORE BLVD
WILLOWICK, OH 44095

Dear Chief Daubenmire,

Motorola Solutions is pleased to present WILLOWICK, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide WILLOWICK, CITY OF with the best products and services available in the communications industry. Please direct any questions to Samantha Spaulding at sam@comm-serv.com.

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

Sincerely,

Samantha Spaulding

Motorola Solutions Manufacturer's Representative

Billing Address:
 WILLOWICK, CITY OF
 30435 LAKE SHORE BLVD
 WILLOWICK, OH 44095
 US

Quote Date:05/17/2024
 Expiration Date:07/16/2024
 Quote Created By:
 Samantha Spaulding
 sam@comm-serv.com

End Customer:
 WILLOWICK, CITY OF
 Chief Daubenmire
 rdaubenmire@cityofwillowick.com
 440-585-1234

Payment Terms:30 NET

Summary:

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

| Line # | Item Number | Description | Qty | Term | List Price | Ext. List Price | Sale Price | Ext. Sale Price |
|--------|--------------|--|-----|---------|------------|-----------------|------------|-----------------|
| 1 | H25UCF9PW6AN | APX N50 7/800 MODEL 2 PORTABLE | 31 | | \$5,104.00 | \$158,224.00 | \$3,615.98 | \$112,095.34 |
| 2 | LSV01S03084A | APX N50/30 DMS ESSENTIAL | 31 | 7 YEARS | \$332.64 | \$10,311.84 | \$322.83 | \$10,007.73 |
| 3 | PSV01S03059A | APX NEXT PROVISIONING WITH CPS | 1 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 4 | LSV00Q00202A | DEVICE PROGRAMMING | 31 | | \$50.00 | \$1,550.00 | \$50.00 | \$1,550.00 |
| 5 | PMMN4140A | RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68) | 31 | | \$131.00 | \$4,061.00 | \$95.35 | \$2,955.85 |
| 6 | PMPN4820A | CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US | 31 | | \$85.71 | \$2,657.01 | \$62.39 | \$1,934.09 |
| 7 | M22URS9PW1BN | APX4500 ENHANCED 7/800 MHZ MOBILE | 15 | | \$5,731.44 | \$85,971.60 | \$4,192.88 | \$62,893.20 |



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

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

| Line # | Item Number | Description | Qty | Term | List Price | Ext. List Price | Sale Price | Ext. Sale Price |
|--------|--------------|--|-----|------|------------|-----------------|------------|-----------------|
| 8 | LSV00Q00202A | DEVICE PROGRAMMING | 15 | | \$50.00 | \$750.00 | \$50.00 | \$750.00 |
| 9 | LSV00Q00203A | DEVICE INSTALLATION | 15 | | \$250.00 | \$3,750.00 | \$250.00 | \$3,750.00 |
| 10 | T8012A | 9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING* | 1 | | \$127.00 | \$127.00 | \$123.25 | \$123.25 |
| 11 | LSV00Q00202A | DEVICE PROGRAMMING | 1 | | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| 12 | M22URS9PW1BN | APX4500 ENHANCED 7/800 MHZ MOBILE | 4 | | \$5,716.44 | \$22,865.76 | \$4,182.25 | \$16,729.00 |
| 13 | LSV00Q00202A | DEVICE PROGRAMMING | 4 | | \$50.00 | \$200.00 | \$50.00 | \$200.00 |

Grand Total **\$213,063.46(USD)**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

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

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

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.



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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N50 Portable Radio Solution Description

OVERVIEW

The APX N50 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 N50 enhances operations with a front display with an upgraded user interface for better readability and loud and clear audio for reliable, everyday use. Additionally, it offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

Adaptive Audio

For first responders in loud environments, the APX N50 offers adaptive audio that enhances voice quality and minimizes background noise. The APX N50 includes two High Dynamic Range (HDR) microphones with high overload point pickup that reproduces voice with clarity and reduces audio clipping and distortion, even when shouting. The radio has custom speakers that use noise cancellation technology to amplify loud and clear audio, and help make every syllable intelligible.

An enhanced audio engine dynamically adjusts the N50 in any environment by using algorithms to filter out unpredictable background noise and wind while using multiple microphones to track voice from every angle, allowing first responders to speak into the radio without compromising voice quality. Additional environmentally aware audio features receive volume leveling and noise sensing volume control—the radio will automatically adjust for loud or soft talkers and the changing ambient noise levels. These features allow first responders to keep their eyes forward and remain focused on situations as they unfold.

Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 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 N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.



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SmartConnect over Wi-Fi

SmartConnect is a subscription service that allows first responders to access critical intelligence no matter where the mission takes them. When P25 networks are unavailable, the APX N50 will maintain functionality and voice quality by automatically switching to an available broadband network, enabling connectivity outside of radio system coverage. Voice information and signals between radios and control are encrypted, ensuring that all transmissions are secure.

The APX N50 can use SmartConnect when directly connected to Wi-Fi hotspots, through an in-vehicle LTE modem, or over a satellite connection. Additionally, the radio will indicate to users when SmartConnect is active by displaying a blue bar on-screen.

Managing and Provisioning Devices

APX N50 can be programmed in two ways: one-at-a-time through Customer Programming Service ("CPS") or through a combination of CPS and batch programming over Wi-Fi available with the radio management ("RM") software.

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

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

Device Management Services

Device Management Services ("DMS") packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N50 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services ("DMS") efficiently maintains the Customer's device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

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.

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.

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



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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.

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. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- 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.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

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.



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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.

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.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)