

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** February 11, 2026

**Presenter's Name and Title:** Sean MacDonald, Public Safety IT Manager

**Prepared By:** Sean MacDonald, Public Safety IT Manager

**Temp. Reso. Number:** 8610

**Item Description:** Temp. Reso. #8610 AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW VIDEO WALL, INTEGRATED SOFTWARE & SUPPORTING HARDWARE SYSTEMS, AND OPERATOR COMMAND CONSOLES FROM AVI-SPL IN AN AMOUNT NOT TO EXCEED \$456,770, USING THE TIPS CONTRACT NO. 230901; PRIVATE PUBLIC PARTNERSHIPS PROTECTED PLACES VIDEO SHARING WEBSITE AND INTEGRATION WITH SITUATIONAL AWARENESS PLATFORM FROM MOTOROLA SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$84,550 USING THE SOURCEWELL CONTRACT NO. 051321-MOT; AND FEDERATED SOFTWARE & DATA ANALYTICS SEARCH TOOL FROM CARAHSOFT IN AN AMOUNT NOT TO EXCEED \$245,140 USING THE OMNIA SOLUTIONS CONTRACT NO. R240303 AS PHASE 3 OF THE REAL TIME INTELLIGENCE CENTER PROJECT; FOR A TOTAL AMOUNT NOT TO EXCEED \$786,460 PLUS A CONTINGENCY AMOUNT OF \$88,540 FOR A GRAND TOTAL NOT TO EXCEED \$875,000 FOR FY26; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (INFORMATION TECHNOLOGY DIRECTOR CLAYTON D. JENKINS).

Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk: None.**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_\_ feet of the property on \_\_\_\_\_ (fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes  No

**REMARKS:** Funding in the amount of \$875,000 has been budgeted in the Information Technology Fund & General Fund Capital Projects Fund, GL Account Nos. 504-58-800-536-000-606810-54017, 395-58-800-536-000-606510-54017

**Content:**

- Agenda Item Memo from the City Manager to City Commission

- **Resolution TR8610**
- **Attachment(s)**
  - **Attachment 1: AVI-SPL Video Wall Furniture**
  - **Attachment 2: Carahsoft Forcemetrics AI**
  - **Attachment 3: Motorola Solutions Protected Places**
  - **Attachment 4: The Interlocal Purchasing System (TIPS) for the Video Wall, Software and Hardware, and Analyst Furniture contract, Sourcewell for the Private Public Partnership Video Feed Integration contract, Omnia Solutions for the Federated Software Search and Analytics contract**



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Clayton Jenkins, Director of Information Technology

**DATE:** February 5, 2026

**RE:** Temp. Reso. No. 8610 authorizing the purchase and installation of a new video wall, integrated software & supporting hardware systems, operator command consoles, private-public partnerships protected places video sharing website, and integration with situational awareness platform, and federated software & data analytics search tool as Phase 3 of the Real Time Intelligence Center Project

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**RECOMMENDATION:** The City Manager recommends approval of Temp Reso. No. 8610 authorizing the purchase and installation of a new video wall, integrated software & supporting hardware systems, and operator command consoles from AVI-SPL in an amount not to exceed \$456,770 using the TIPS contract no. 230901, private-public partnerships protected places video sharing website and integration with situational awareness platform from Motorola Solutions Inc. in an amount not to exceed \$84,550, using the Sourcewell contract no. 051321-MOT, and federated software & data analytics search tool from Carahsoft in an amount not to exceed \$245,140 using the OMNIA contract no. R240303, as Phase 3 of the Real Time Intelligence Center Project, for a total amount not to exceed \$786,460, plus a contingency amount of \$88,540 for a grand total not to exceed \$875,000 for FY26. This integration will install the necessary infrastructure to create a functioning Real-Time Intelligence Center, featuring a large-format video wall, analyst workstations, software for quickly finding critical information, and the ability to add public and private camera feeds.

**ISSUE:** City Commission approval is required for expenditures exceeding \$75,000, in accordance with City Code Section 2-412 (a)(1).

**BACKGROUND:** On November 3, 2021, the City Commission approved resolution #22-30 for Phase 1 of the Real Time Crime Center. Phase 1 of this project included upgrading

and modernizing the City's video security surveillance system Infrastructure and enhancing security at its highly critical water and wastewater facilities. On March 15, 2023, the City Commission approved resolution #23-74 for Phase 2, which included implementing a situational awareness platform to centralize public safety applications, installing new state-of-the-art security cameras, and installing a new badge & security access control system.

**DISCUSSION:** Following the successful completion of Phases 1 and 2, Phase 3 authorizes the construction of the Miramar Police Department's Real Time Intelligence Center (RTIC) and an adjacent command-and-control conference room. This phase focuses on three critical areas:

**Facility & Hardware:** Construction of the physical Real Time Intelligence Center space, including a large-scale video wall and six specialized analyst workstations.

**Intelligence Capabilities:** Deployment of a federated search and analytics tool to provide analysts with rapid, actionable data during active incidents.

**Community Integration:** Expansion of public-private partnerships through the integration of private and public camera feeds into a centralized situational awareness platform.

This investment addresses the necessity of protecting the City's critical infrastructure, such as the municipal water supply, and mitigating potential threats to public safety. By centralizing applications onto a single platform, the Real Time Intelligence Center will modernize the Police Department's monitoring capabilities and foster a collaborative safety environment between local businesses and the City.

**ANALYSIS:** Below is the breakdown of the hardware and software costs for phase 3. Funding in the amount of \$875,000 has been budgeted in the Information Technology Fund & General Fund Capital Projects Fund, GL Account Nos. 504-58-800-536-000-606810-54017, 395-58-800-536-000-606510-54017for FY26.

<b>VENDOR BREAKDOWN</b>	<b>COST</b>
AVI-SPL L.L.C.	\$456,770
Motorola Solutions	\$84,550
Carahsoft	\$245,140
Contingency	\$88,540
<b>TOTAL</b>	<b>\$875,000</b>

Temp. Reso. No. 8610  
12/22/25  
2/3/26

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW VIDEO WALL, INTEGRATED SOFTWARE & SUPPORTING HARDWARE SYSTEMS, AND OPERATOR COMMAND CONSOLES FROM AVI-SPL, IN AN AMOUNT NOT TO EXCEED \$456,770, USING THE TIPS CONTRACT NO. 230901; PRIVATE PUBLIC PARTNERSHIPS PROTECTED PLACES VIDEO SHARING WEBSITE AND INTEGRATION WITH SITUATIONAL AWARENESS PLATFORM FROM MOTOROLA SOLUTIONS INC., IN AN AMOUNT NOT TO EXCEED \$84,550, USING THE SOURCEWELL CONTRACT NO. 051321-MOT; AND FEDERATED SOFTWARE & DATA ANALYTICS SEARCH TOOL FROM CARAHSOFT IN AN AMOUNT NOT TO EXCEED \$245,140, USING THE OMNIA SOLUTIONS CONTRACT NO. R240303 AS PHASE 3 OF THE REAL TIME INTELLIGENCE CENTER PROJECT FOR A TOTAL AMOUNT NOT TO EXCEED \$786,460, PLUS A CONTINGENCY AMOUNT OF \$88,540 FOR A GRAND TOTAL NOT TO EXCEED \$875,000 FOR FISCAL YEAR 2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City strives to implement solutions and technologies that provide the most effective and efficient services for City staff and residents; and

**WHEREAS**, City Code Section 2-413(6) provides for an exemption from competitive bidding for purchases made utilizing other government contracts, such as the Broward County Sheriff for the Base Layer Integration Software Platform for the Real Time Crime Center Contract; and

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**WHEREAS,** in accordance with applicable Florida state law and the City’s Procurement Code, the City is utilizing The Interlocal Purchasing System (“TIPS”) for the Video Wall, Software and Hardware, and Analyst Furniture contract, in an amount to not exceed \$456,770.00, Sourcewell for the Private Public Partnership Video Feed Integration in an amount to not exceed \$84,550.00, and Omnia Solutions for the Federated Software Search and Analytics, in an amount to not exceed \$245,140.00; and

**WHEREAS,** the City Manager recommends approval of the purchase and installation of new video wall, integrated software & supporting hardware systems, operator command consoles, private public partnerships protected places video sharing website and integration with situational awareness platform, and federated software & data analytics search tool, plus a contingency amount as Phase III of the Real Time Intelligence Center in an amount not-to-exceed \$875,000, and

**WHEREAS,** the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the purchase and installation of new video wall, integrated software & supporting hardware systems, operator command consoles, private public partnerships protected places video sharing website and integration with situational awareness platform, and federated software & data analytics search tool as Phase III of the Real Time Intelligence Center Project; from Motorola Solutions, Inc. in an amount not to exceed \$88,540, AVI-SPL LLC in an amount not to exceed \$456,770, and Carahsoft in an amount not to exceed \$245,140, through the utilization of Sourcewell

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contract no. 051321-MOT, TIPS contract no. 230901, and Omnia Solutions contract no. R240303, in an amount not to exceed \$786,460, plus a contingency amount of \$88,540, for a grant total not to exceed \$875,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it approves the purchase and installation of new video wall, integrated software & supporting hardware systems, operator command consoles, private public partnerships protected places video sharing website and integration with situational awareness platform, and federated software & data analytics search tool as Phase III of the Real Time Intelligence Center Project; from Motorola Solutions, Inc. in an amount not to exceed \$84,550, AVI-SPL LLC in an amount not to exceed \$456,770, and Carahsoft in an amount not to exceed \$245,140, through the utilization of Sourcewell contract no. 051321-MOT, TIPS contract no. 230901, and Omnia Solutions contract no. R240303, in an amount not to exceed \$786,460, plus a contingency of \$88,540 for a grand total not to exceed \$875,000.

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

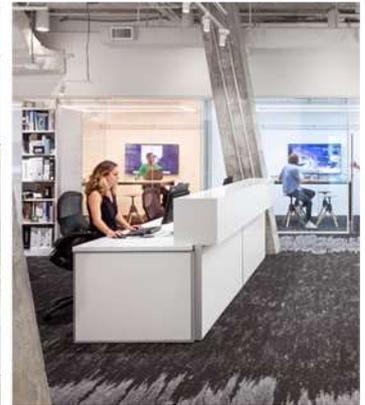
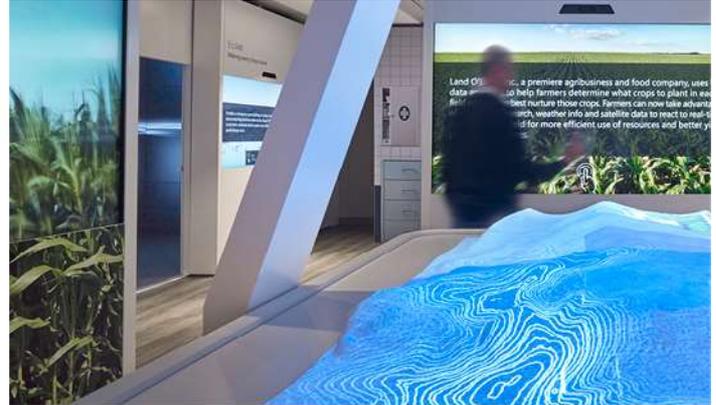
\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____

Reso. No. \_\_\_\_\_

Proposal Prepared For

# City of Miramar New RTCC



2501 SW 160th Ave  
Suite 500  
Miramar, FL 33027  
(954) 938-9382  
Fax: (954) 776-4772  
www.avispl.com

**Prepared by:** Jeff Parrish  
Jeff.Parrish@avispl.com  
**Proposal no:** 497685-5

## Investment Summary

Prepared For:	<b>Sean MacDonald</b>
	<b>City of Miramar</b>
	<b>11765 City Hall Promenade</b>
	<b>Miramar, FL 33025-7685</b>

Prepared By:	<b>Jeff Parrish</b>
Date Prepared:	<b>01/12/2026</b>
Proposal #:	<b>497685-5</b>
Valid Until:	<b>02/12/2026</b>

<b>Total Equipment Cost</b>	<b>\$249,635.62</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$97,175.66</b>
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Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL. May include disposal of existing equipment where elected.

<b>Direct Costs</b>	<b>\$12,790.59</b>
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$10,862.47</b>
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Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

<b>Services - Room Support and Maintenance</b>	<b>\$42,362.25</b>
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Includes post-installation support and maintenance options selected for installed rooms

<b>Services - Device Maintenance</b>	<b>\$43,925.16</b>
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Includes post-installation maintenance options selected for installed devices

<b>Subtotal</b>	<b>\$456,751.75</b>
<b>Tax</b>	<b>Exempt (*)</b>
<b>Total</b>	<b>\$456,751.75</b>

\* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

### Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

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## Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

## Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

## Buyer Acceptance

\_\_\_\_\_  
Buyer Legal Entity

\_\_\_\_\_  
Buyer Authorized Signature

\_\_\_\_\_  
Buyer Authorized Signatory Title

\_\_\_\_\_  
Buyer Authorized Signatory Name

\_\_\_\_\_  
Date

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## Room Summary - RTCC

### Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
	<b>*** TIPS CONTRACT 230901 PRICING APPLIED ***</b>			
	<b>RTCC VIDEO WALL</b>			
COMPREHENSIVE	6' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI CABLE (MSRP- \$30.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	5	\$17.19	\$85.95
HAIVISION SYSTEMS	COMMAND 360 SOFTWARE W/ALPHA FX PRO CORE VIDEO PROCESSOR (MSRP- \$45,500.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$39,433.33	\$39,433.33
HAIVISION SYSTEMS	KVM CONSOLE WITH LCD DISPLAY, 1RU (MSRP- \$2,410.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$2,169.00	\$2,169.00
HAIVISION SYSTEMS	COMMAND 360 AUDIO DECODER (MSRP- \$1,500.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$1,218.75	\$1,218.75
HAIVISION SYSTEMS	13" TABLET/LAPTOP W/ETHERNET DONGLE (MSRP- \$2,250.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$1,783.54	\$1,783.54
PLANAR SYSTEMS	1.2MM COB LED DIRECTLIGHT ESSENTIAL VIDEO WALL (MSRP- \$88,703.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%) (INCLUDES ALL LED MODULES, FRAMES, MOUNTING ASSEMBLY, POWER SUPPLIES, RECEIVING CARDS, PATCH CABLES, CAT/FIBER CONVERTERS, SUCTION REMOVAL TOOL, SPARE PARTS AND COSMETIC TRIM ASSEMBLY TO FORM A COMPLETE VIDEO WALL WITH THE PHYSICAL ACTIVE LED SCREEN DIMENSIONS OF 15.87ft W x 4.46ft H @ 2000 NITS BRIGHTNESS AND 197.9" DIAGONAL IN 32:9 VIDEO ASPECT RATIO FORMAT)	1	\$79,832.70	\$79,832.70
	<b>5 CONTROL CONSOLES</b>			
APC	LITHIUM-ION STANDBY UPS FOR DUAL MONITOR AND DESKTOP (Owner Furnished Equipment)	5	OFE	OFE
AVPRO EDGE	4K60 HDMI OVER HDBASET CAT6A EXTENDER KIT (MSRP- \$2,090.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 5%)	5	\$1,019.19	\$5,095.95
COMPREHENSIVE	9' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI CABLE (MSRP- \$39.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	10	\$22.68	\$226.80
COMPREHENSIVE	3' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI CABLE (MSRP- \$25.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED =	5	\$14.44	\$72.20

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Mfg	Description	Qty	Unit Price	Extended Price
	10%)			
STARTECH	ADAPTER, DISPLAYPORT TO HDMI 4K 60hz (MSRP- \$39.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 5%)	5	\$30.59	\$152.95
DELL	DESKTOP COMPUTER W/MULTIPLE VIDEO OUTPUTS (INCLUDES UPS FOR EACH STATION PROVIDED BY THE OWNER) (Owner Furnished Equipment)	5	OFE	OFE
DELL	24" MONITOR MOUNTS PROVIDE BY WINSTED W/ARTICUALTING MOUNT (Owner Furnished Equipment)	5	OFE	OFE
QSC	WEB-BASED Q-SYS CONTROL VIA DESKTOP COMPUTER (Owner Furnished Equipment)	5	OFE	OFE
	<b><u>OPERATOR COMMAND CONSOLES</u></b>			
WINSTED	6X OPERATOR COMMAND CONSOLE AS SPECIFIED PER DRAWINGS (MSRP- \$71,376.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)(ASSEMBLED BY WINSTED)	1	\$64,238.40	\$64,238.40
	<b><u>CONFERENCE ROOM OVERFLOW</u></b>			
AVPRO EDGE	4K60 HDMI OVER HDBASET CAT6A EXTENDER KIT (MSRP- \$2,090.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 5%)	1	\$1,082.89	\$1,082.89
COMPREHENSIVE	6' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI CABLE (MSRP- \$30.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	2	\$17.19	\$34.38
STARTECH	ADAPTER, DISPLAYPORT TO HDMI 4K 60hz (MSRP- \$39.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$30.59	\$30.59
	<b><u>AUDIO PROCESSING</u></b>			
CRESTRON	70V POWER AMPLIFIER (MSRP- \$880.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 25%)	1	\$586.67	\$586.67
CRESTRON	4" 70V 2-WAY CEILING SPEAKER ASSEMBLY W/TILE BRIDGE (MSRP- \$264.00/pr; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 25%)	4	\$140.00	\$560.00
QSC	BUNDLE, CORE PROCESSOR W/24 LOCAL AUDIO I/O CH (MSRP- \$5,400.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$3,792.00	\$3,792.00
	<b><u>EQUIPMENT RACK</u></b>			
APC	FULL CAGE EQUIPMENT RACK W/THERMAL MANAGEMENT (Owner Furnished Equipment)	1	OFE	OFE
CRESTRON	ENCODER, DM NVX INPUT FEED FROM COMMAND360 (MSRP- \$2,278.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED	1	\$1,518.67	\$1,518.67

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Mfg	Description	Qty	Unit Price	Extended Price
	= 25%). *** INCLUDE FOR DM NVX CITY WIDE INFRASTRUCTURE *** WILL BE CONFIGURED BUT SEPARATE SMALL PROJECTS FOR ENABLING FEATURE.			
COMPREHENSIVE	CABLE, 6' HDMI TO MINI HDMI (MSRP- \$26.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	8	\$16.81	\$134.48
FURMAN	8-OUTLET POWER CONDITIONER, 1RU (MSRP- \$139.95; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$78.23	\$78.23
NETGEAR	SWITCH, 24x1G PoE+ MANAGED W/4x10GBASE-X SFP+ (MSRP- \$2,299.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 15%)	1	\$2,184.99	\$2,184.99
MIDDLE ATLANTIC	RACK ACCESSORIES, LOT (MSRP- \$900.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 20%)	1	\$660.80	\$660.80
STARTECH	ADAPTER, DISPLAYPORT TO HDMI 4K 60hz (MSRP- \$39.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	5	\$30.59	\$152.95
QSC	Q-SYS CONTROL EXPANSION W/IR (MSRP- \$588.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$441.00	\$441.00
XANTECH	BLINK-DESIGNER IR EMITTER (MSRP- \$8.36; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	2	\$7.52	\$15.04
XFINITY	SET TOP BOX CABLE TV TUNER (Owner Furnished Equipment)	2	OFE	OFE
SIGNAGE	DIGITAL SIGNAGE MEDIA PLAYER (Owner Furnished Equipment)	1	OFE	OFE
XTREME POWER	2000VA/1800W ONLINE UPS W/LITHIUM-ION BATTERIES (MSRP- \$3,550.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$2,320.89	\$2,320.89
XTREME POWER	RAIL KIT, 4-POST FOR USE W/P91 (MSRP- \$122.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$84.00	\$84.00
			<b>Subtotal</b>	<b>\$207,987.15</b>

## Room Support and Maintenance

**Elite Maintenance Services - Room; 36-months**

**\$37,584.52**

## Device Maintenance

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Mfg	Description	Months	Qty	Unit Price	Extended Price
PLANAR SYSTEMS	SERVICE, MAINTENANCE 3YR	0	1	\$16,200.00	\$16,200.00
HAIVISION SYSTEMS	SUPPORT, EMS PREMIUM PROGRAM FOR 36 MONTHS	12	3	\$7,254.50	\$21,763.50
<b>Subtotal</b>					<b>\$37,963.50</b>

<b>Equipment Total</b>	\$207,987.15
<b>Installation Materials</b>	\$4,015.79
<b>Professional Services</b>	\$77,375.58
<b>Direct Costs</b>	\$12,790.59
<b>General &amp; Administrative</b>	\$9,238.63
<b>Services - Room Support and Maintenance</b>	\$37,584.52
<b>Services - Device Maintenance</b>	\$37,963.50
<b>Subtotal</b>	<b>\$386,955.76</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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## Room Summary - Conference Room

### Equipment List

Mfg	Description	Qty	Unit Price	Extended Price
	<b>*** TIPS CONTRACT 230901 PRICING APPLIED ***</b>			
	<b>*** Conference Room ***</b>			
	<b>WALL MOUNTED EQUIPMENT</b>			
AVPRO EDGE	4K60 HDMI OVER HDBASET CAT6A EXTENDER KIT (MSRP- \$2,090.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 5%)	1	\$1,082.89	\$1,082.89
CISCO SYSTEMS	QUAD CAM VC BAR WITH SPEAKERS, MO MICROPHONES (PART OF THE CISCO KIT) (Owner Furnished Equipment)	1	OFE	OFE
CHIEF	LARGE IN-WALL ENCLOSURE FOR POWER, DATA AND AV (MSRP- \$412.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 25%)(TO BE INSTALLED BY GC/EC)	1	\$309.00	\$309.00
COMPREHENSIVE	9' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI CABLE (MSRP- \$39.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	2	\$22.68	\$45.36
MIDDLE ATLANTIC	POWER STRIP, VERTICAL (MSRP- \$130.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 20%)	1	\$104.00	\$104.00
PREMIER	ARTICUALTING WALL MOUNT FOR 85" DISPLAY (MSRP- \$795.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 20%)	1	\$483.20	\$483.20
SAMSUNG	LOW PROFILE HIGH BRIGHTNESS 85" COMMERCIAL GRADE DISPLAY (MSRP- \$6,290.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 15%)	1	\$3,677.33	\$3,677.33
SCT	AV EXTENDER KIT FOR QUADCAM (MSRP- \$3,151.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 8%)	1	\$2,898.92	\$2,898.92
SCT	RECESSED WALL MOUNT FOR QUADCAM WITH BACK BOX (MSRP- \$624.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 8%)	1	\$543.92	\$543.92
	<b>CONFERENCE TABLE EQUIPMENT</b>			
CISCO SYSTEMS	BOUNDARY TABLETOP MICROPHONE WITH MUTE BUTTON, BLACK (MSRP- \$2,247.48.00; TIPS CONTRACT 230901 PRICING DISCOUNT	3	\$1,378.45	\$4,135.35

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Mfg	Description	Qty	Unit Price	Extended Price
	APPLIED = 25%			
CISCO SYSTEMS	10" NAVIGATOR CONTROL TOUCH SCREEN (PART OF THE CISCO KIT)	1	\$0.00	\$0.00
COMPREHENSIVE	10' USB-C VIDEO BYOD CABLE (MSRP- \$118.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$74.93	\$74.93
OFE	LAPTOP WITH DISPLAYLINK AND USB-C PORT (Owner Furnished Equipment)	1	OFE	OFE
OFE	TABLE CUBBY WITH CABLE PASS THROUGH (Owner Furnished Equipment)	1	OFE	OFE
OFE	FLOOR BOX WITH AC POWER AND CABLE PASSTHROUGH (Owner Furnished Equipment)	1	OFE	OFE
SCT	BYOD EXTENSION KIT OVER HDBASET CAT6A (MSRP- \$4,055.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 8%)	1	\$3,049.42	\$3,049.42
	<b>IDF AV EQUIPMENT</b>			
APC	FLOOR STANDING EQUIPMENT RACK WITH UPS POWER, SHARED (Owner Furnished Equipment)	1	OFE	OFE
CISCO SYSTEMS	CODEC EQ MOUNTING KIT (MSRP- \$240.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 25%)	1	\$180.00	\$180.00
CISCO SYSTEMS	ROOM KIT EQ WITH, NAVIGATOR, CODEC AND QUAD CAM (MSRP- \$26,133.12; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 25%)	1	\$17,875.86	\$17,875.86
COMPREHENSIVE	6' NANOFLEX PRO AV/IT 4K 18G HIGH-SPEED HDMI CABLE (MSRP- \$30.99; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	3	\$17.19	\$51.57
CRESTRON	SYSTEM CONTROL PROCESSOR WITH SUBNET (MSRP- \$3,080.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 25%)	1	\$1,650.00	\$1,650.00
MIDDLE ATLANTIC	AV RACK ACCSORRIES, LOT (MSRP- \$300.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 20%)	1	\$209.96	\$209.96
NETGEAR	NETWORK SWITCH, SHARED WITH RTCC (Owner Furnished Equipment)	1	OFE	OFE
SCT	RACK MOUNT KIT FOR BYOD EXTENSION RECEIVER (MSRP- \$190.00; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 8%)	1	\$144.66	\$144.66
XANTECH	INFRARED CONTROL FLASHER (MSRP- \$8.36; TIPS CONTRACT 230901 PRICING DISCOUNT APPLIED = 10%)	1	\$7.52	\$7.52
XFINITY	SET TOP CABLE TV TUNER WITH INFRARED CONTROL (Owner Furnished Equipment)	1	OFE	OFE

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Mfg	Description	Qty	Unit Price	Extended Price
<b>Subtotal</b>				<b>\$36,523.89</b>

### Room Support and Maintenance

**Elite Maintenance Services - Room; 36-months** **\$4,777.73**

### Device Maintenance

Mfg	Description	Months	Qty	Unit Price	Extended Price
CISCO SYSTEMS	SNTC-8X5XNBD SNTC-8X5XNBD Room Kit	12	3	\$1,987.22	\$5,961.66
<b>Subtotal</b>					<b>\$5,961.66</b>

<b>Equipment Total</b>	\$36,523.89
<b>Installation Materials</b>	\$1,108.79
<b>Professional Services</b>	\$19,800.08
<b>Direct Costs</b>	\$0.00
<b>General &amp; Administrative</b>	\$1,623.84
<b>Services - Room Support and Maintenance</b>	\$4,777.73
<b>Services - Device Maintenance</b>	\$5,961.66
<b>Subtotal</b>	<b>\$69,795.99</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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# AV STATEMENT OF WORK

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## Objective

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After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions Scope of Work. The scope of work noted is based on professional engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

### City of Miramar RTCC Technology Upgrade

A central component of the technology upgrade within the City of Miramar Real Time Crime Center (RTCC) is the integration of Haivision Command 360. This platform will enable RTSP camera feeds to be aggregated into a single VSM (Video Stream Management) server, allowing operators to create custom views, layouts, and camera groupings.

The Haivision Command 360 system enhances operational efficiency by providing the ability to triangulate multiple camera feeds across wide coverage areas throughout the City of Miramar, supporting improved situational awareness and coordinated response.

AVI-SPL will be providing and installing a Planar DL Series 1.2mm LED video wall with an overall resolution of 3840x1080 and physical dimensions of approximately 15.7 ft. x 4.4 ft. The wall will be powered by a Haivision Alpha FX Pro (VSM) server, delivering four (4) 4K video outputs to the Planar video processor, allowing for accurate scaling, layout control, and content management within the Command 360 environment.

The Haivision Command 360 platform will be configured to receive RTSP camera feeds, enabling the system to monitor multiple citywide surveillance sources. This advanced visualization software provides the RTCC with the ability to establish real-time situational awareness, dynamically adapt to evolving conditions, and coordinate rapid responses to critical incidents.

Haivision Command 360 is designed to seamlessly display and manage visual content across the video wall, allowing operators to dynamically modify source layouts and create a unified operational view. The system will support five (5) operator workstations, each capable of routing a single computer output to the video wall to display analytics, live feeds, or additional content as required.

In addition, AVI-SPL will integrate two (2) set-top cable boxes and one (1) digital signage player into the Command 360 system for supplementary content distribution. An HDBaseT extender will also be provided to transmit a one-way video signal from the Command 360 system to the adjacent conference room for situational review and collaboration.

A 13-inch tablet will be provided for Command360 live view and control. This tablet will allow users to quickly change layouts and views in real time, enhancing operational flexibility and situational awareness within the RTCC environment.

In addition to visual control, the tablet will also integrate with the Q-SYS audio system, providing volume level adjustment and speaker muting controls directly from the same interface. The audio system will be capable of decoding and managing sound sources originating from RTSP feeds or from any of the five (5) operator workstations, ensuring consistent and coordinated audio management across the Command360 system.

The Customer will be responsible for providing all necessary infrastructure required for the proper installation of the videowall in accordance with the manufacturer's specifications.

AVI-SPL will provide detailed elevation drawings outlining all installation requirements, including backing, electrical power, and AV pathway routing back to the IDF. These drawings will serve as the reference for the customer to coordinate and complete all infrastructure work prior to installation.

Proper conduit sizing and power provisions must be implemented based on the quantity and type of cabling required to support the videowall system. All conduit, power outlets, and pathways must be in place and verified prior to AVI-SPL's arrival for equipment installation.

## Conference Room

The conference room will feature a stand-alone conferencing system utilizing a Cisco Room Kit. AVI-SPL will be providing and integrating the Cisco Room Kit solution, which will include three (3) boundary tabletop microphones with built-in mute functionality for effective participant voice pickup and local control.

System operation and control will be managed through a 10-inch Cisco Navigator touch screen, enabling users to access the native Cisco conferencing platform. Additionally, the touch screen will be programmed with Crestron control integration, allowing users to toggle between the Cisco Codec and the RTCC one-way video feed.

The Crestron program will facilitate seamless switching between conferencing modes while maintaining synchronized audio and video routing. Also provide the connectivity for the cable box. Audio and video performance within the space will be optimized through Cisco's native platform settings, ensuring consistent coverage and intelligibility throughout the room.

An SCT RTKAM1C transmitter will be installed at the conference room table to enable BYOD (Bring Your Own Device) connectivity directly into the Cisco Codec. This device will allow users to connect their personal laptops or devices for content sharing and conferencing through the Cisco system.

Additionally, the tabletop microphones will be connected to the SCT RTKAM1C, which will transmit both audio and video signals to the Cisco Codec located at the equipment rack, ensuring a clean and efficient cabling infrastructure while maintaining full system functionality.

## General Notes

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1. Work shall be done during the regular business hours.
2. The customer shall be responsible for all of the high voltage electrical connections, LAN drops, millwork, wall repairs including patching, painting and any required structural support for the new AV equipment being installed.
3. Customer shall provide free parking near the facility for all AVI-SPL vehicles.
4. AVI-SPL shall inspect and clean the existing AV equipment that is being repurposed during the installation.
5. All equipment being reused in this project shall not carry on AVI-SPL warranty. If any piece of the existing equipment fails during the installation or commissioning phase, AVI-SPL shall provide a written proposal via change order form at that time.
6. Permitting fees and any project management hours associated with the low voltage permits with the local municipality are not included and shall result in the change order form prior execution.
7. Customer is responsible for providing a dust free environment prior to the installation of all technology equipment. Proper schedule coordination is required between the client and the project manager to ensure this is the case.
8. Any equipment requiring uninstallation, as determined by this SoW, shall be uninstalled by AVI SPL and stored by the client.
9. Wherever possible, existing wiring shall be repurposed (microphones, speakers, twisted pair and control wire).
10. All wires and cables, existing and new, shall be clearly labeled with new self-adhesive printed labels in accordance with provided cable pull schedule and labeling legend as referenced in the drawings.
11. Customer shall allow AVI-SPL crew members easy uninterrupted access to the jobsite. Job site shall not be usable for the duration of the new audio-visual system implementation and commissioning.
12. Upon project completion, AVI-SPL shall provide a 1-hour training to Client's AV/IT staff as well as full project folder containing "as-build" drawings, rack elevations, warranty statement, wire and cable labeling legend, all relevant project documents and equipment manuals, in electronic format via download.

## Supply Chain

Due to global supply chain conditions, please note pricing is only valid for 30 days and due to extended equipment lead-times, you may experience delays in project execution. We will also update and refresh the pricing prior to award. If you wish to protect current pricing, we can purchase the equipment ahead of schedule but will need your written approval to order long lead-time equipment. This equipment is also subject to storage fees beyond 90 days and we will work with manufacturers to extend warranties in these situations.

## Site-Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- Configuration of OFE networks, applications, servers, and services to provide interoperability with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

## Responsibility Matrix

The responsibilities needed for the implementation of this project will be divided between the customer and AVI-SPL as per the follow matrix below:

	Customer	AVI-SPL
Single Lines (Visio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Rack Elevations (Visio)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bill of Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ordering of Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery of Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Miscellaneous Materials	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Project Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CAD Drawing Set	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cable Pulls & Terminations	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Drops	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Infrastructure (Power, Conduit, Backing, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Removal of Existing Gear	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable Management	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Basic Point-to-Point Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Commissioning of System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Programming of System	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Network and Network Security

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The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with Customer Name identified stakeholders to properly assess network requirements and deployment considerations.

## Software Licenses and Service Accounts

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Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

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AVI-SPL Representative Signature

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Customer Signature

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AVI-SPL Representative Print Name

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Customer Print Name

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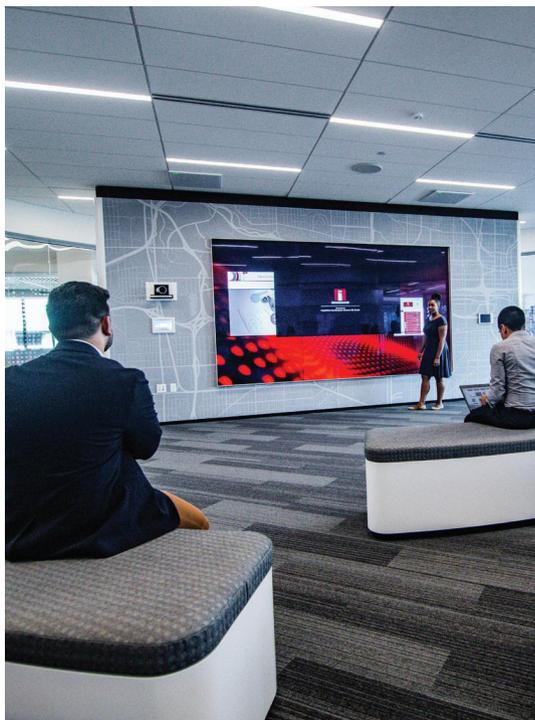
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# Integration Inclusions and Exclusions

## Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

## Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer’s “User Adoption” training.
- Additional costs for union labor.



# Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

## Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm\***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



## Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

**Repair/Replacement Facilitation** – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

**Software Updates and Upgrades** – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

**Unlimited Onsite Support** – available Monday through Friday, 8 a.m. - 5 p.m.\*, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

\*Local standard time excluding AVI-SPL holidays.

## Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about \_\_\_\_\_, 20\_\_.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

### Buyer Acceptance

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

## PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8585 | FAX (703) 871-8505  
 WWW.CARAHSOFT.COM | AWS@CARAHSOFT.COM



**TO:** Sean MacDonald  
 Senior Public Safety IT Manager  
 Miramar Police Department  
 11765 City Hall Promenade  
 Miramar, FL 33025 USA

**FROM:** Grace Shadduck  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** smacdonald@miramarfl.gov

**EMAIL:** Grace.Shadduck@carahsoft.com

**PHONE:** (305) 975-2867

**PHONE:** (571) 662-4353

**TERMS:** OMNIA Software Solutions and Services contract: R240303  
 Term: January 1, 2025 - December 31, 2027  
 FTIN:52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

**QUOTE NO:** 61489483  
**QUOTE DATE:** 12/08/2025  
**QUOTE EXPIRES:** 01/07/2026  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$77,760.19  
**TOTAL QUOTE:** \$77,760.19

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	FM-001-1195	Core product pricing per user per month The full package of ForceMetrics features, including: Federated Search, Alerts & Notification, Mobile Access (Web), Report Summarization, Analytics Dashboards. ForceMetrics - FM-001	\$35.00	\$34.02 COOP	2,285.72	\$77,760.19
<b>SUBTOTAL:</b>						<b>\$77,760.19</b>

## SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
2	FM-001-1195	Core product pricing per user per month Second Year Fees due on First Anniversary of Effective Date ForceMetrics - FM-001	\$35.00	\$34.02 COOP	2,400	\$81,648.00
3	FM-001-1195	Core product pricing per user per month Third Year Fees due on Second Anniversary of Effective Date ForceMetrics - FM-001	\$35.00	\$34.02 COOP	2,520	\$85,730.40
<b>SUGGESTED OPTIONS SUBTOTAL:</b>						<b>\$167,378.40</b>
<b>TOTAL PRICE:</b>						<b>\$77,760.19</b>
<b>TOTAL QUOTE:</b>						<b>\$77,760.19</b>

\*\*\*

5% escalation year over year on renewal



# City of Miramar

# Protected Places Package

December 4th, 2025

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

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PS-000212076



Sean MacDonald  
City of Miramar  
11765 City Hall Promenade  
Miramar, FL 33025

Subject: City of Miramar - Protected Places Package

Dear Sean MacDonald,

Motorola Solutions, Inc. ("Motorola") is pleased to provide the enclosed Proposal to the City of Miramar, FL. This Proposal is valid for 90 days from the date of this letter.

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Miramar with our Command Central Aware Protected Places Package along with 20 Aware Safety Hub appliances to allow community businesses, organizations or individuals to register their security cameras with the City of Miramar and grant access to their video footage.

The products and services shall be provided under the terms and conditions of the Sourcwell contract # 051321-MOT and the applicable Motorola Solutions Customer Agreement (MCA). The City of Miramar may accept this offer by signing the included MCA and issuing a Purchase Order referencing the Sourcwell contract # 051321-MOT and this proposal.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in black ink, appearing to read 'Aaron Bravo', written over a light blue horizontal line.

Aaron Bravo

Area Sales Manager

# 1. Summary

## The City of Miramar - Command Central Aware Plus

The City of Miramar currently utilizes Command Central Aware Plus.

CC Aware Plus allows the agency to expand its camera footprint by utilizing Motorola Avigilon Security Cameras, integrations with video management systems (VMS), real-time streaming protocol (RTSP) connection, and the Safety Hub appliance.

### **Motorola Solutions Video Management Systems (Alta, Unity)**

The CommandCentral Aware Plus offer provides the ability to integrate with Motorola video management systems and video streaming platforms. Camera feeds from connected video management system(s) can be streamed in the CommandCentral Aware web video viewer.

- View up to 16 feeds at once from across systems.
- Playback recorded videos where available.
- Group cameras from across systems and open all live-streams available in a specific location.
- Ingest video analytic alerts from compatible VMS as events. View camera locations and simultaneously open cameras nearby to an event. Apply user permissions by camera groups to control who can view video streams, review historical footage, clip, snapshot, and export.
- For Pan-Tilt-Zoom (PTZ)-enabled cameras, you can remotely control the PTZ. Access to PTZ features is only available for the surveillance systems and cameras that are configured and that support recorded content and PTZ.
- Share video clips and snapshots via embedded email sharing from within CommandCentral Aware.
- Video storage is provided by the integrated video management systems (VMS).

### **Real Time Streaming Protocol (RTSP) Video Connection**

Stream publicly accessible IP cameras with supported media formats, including WebRTC, HLS, RTSP, RTMP. This connection allows your agency to configure a secure connection to livestream third-party owned, public IP cameras. Direct connection enables live-streaming only; no video storage is provided by CommandCentral Aware.

### **Safety Hub Video Connection**

Connect up to 30 IP security cameras on a network for immediate access to camera data, including live video, device information, and location. Cameras that support ONVIF Profile S allow for automated discovery and provisioning for live-streaming in CommandCentral Aware. IP cameras that support WebRTC, HLS, RTSP, RTMP media formats on the network can be manually discovered and provisioned for live-streaming.

## 2. Scope of Work

### 2.1. Customer Responsibilities

1. The customer is to provide MOU (Memorandum of Understanding) template to Motorola once created and approved by the customer's internal processes.
2. The customer is responsible for coordinating Motorola communication with any 3rd party entities throughout the configuration and implementation of Safety Hub Appliances.
3. Entities using the Safety Hub appliance are responsible for providing network and internet connectivity, username and password to existing camera systems.
4. Train with Motorola resources to learn the configuration process for Safety Hub Appliances and become self-sufficient through the process.

### Motorola Responsibilities

5. Train customers on Safety Hub Appliance installation at local businesses
6. Install 20 Safety Hub Appliances at the designated business locations. Assist customer with configuration of Safety Hub Appliances into Aware.
7. Motorola to upload the provided MOU and configure the process within the PPP portal for local businesses to sign up

# Protected Place Package Setup

Protected Places is a program for community businesses, organizations or individuals to register their security cameras with the local law enforcement agency. Once registered, the camera's video footage can feed directly to CommandCentral Aware, providing vital information that can benefit the community with improved efficiency and faster response times.

The program includes a Motorola-hosted website that is customized and personalized for each agency. On this easy-to-use portal, customers can learn about the program, purchase devices via e-commerce and register their locations and agree to terms for camera sharing with public safety.

This portal can be linked on the agency website or it can be a standalone site, and it serves as:

- A marketing website for your agency to communicate with the community on the Protected Places program and how to get involved.
- A resource for users (businesses, organizations, or residents) to learn about and purchase the Safety Hub appliance (a device + subscription offer with an annual evergreen recurring sub), which connects security cameras to CommandCentral Aware.
- A resource for the community to explore Motorola's wider camera portfolio, including the ability to talk to an expert. Available cameras include:
  - Avigilon IP-based cameras.
  - The L6Q License Plate Recognition camera.

To register for the program, users are sent to a customized page for your agency. The registration process is short and straightforward, with clear explanations of the process. Users can provide facility information for each of their locations that is shared with their public safety agency based on the address zip code:

3. Contact Information (name, email address, phone number)
4. Address
5. Registered Cameras
  - 5.1. Camera names
  - 5.2. Camera Placement (indoor/outdoor)
  - 5.3. Camera Address

From the registration webpage, customers can access your agency's privacy policies, MOUs, and FAQs. They can also access your portal to explore Motorola cameras and create a lead to talk to an expert.

## **5.4. Aware Safety Hub Appliance Deployment**

### ***Installing and connecting your Safety Hub appliance to your network***

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## About This Guide

This guide contains concepts and procedures for installing, configuring, and connecting your Motorola Solutions hardware Safety Hub appliance to your network.

## Installation Overview

You can get immediate, secure access to live video from security cameras in your network by using the Motorola Solutions hardware Safety Hub appliance. The Safety Hub appliance allows you to connect existing cameras for immediate access to camera data, including live video, device information, and location.

The Safety Hub appliance can discover ONVIF-compliant and enabled cameras through a multicast discovery. You can configure these cameras for live streaming into CommandCentral Aware.

The Safety Hub appliance installation process includes:

- [Registering](#) an Safety Hub appliance through CommandCentral Aware
- [Configuring](#) an Safety Hub appliance through CommandCentral Aware
- [Installing](#) an Safety Hub appliance on your camera

## Pre-requisites

Before you can register, configure, and install an Safety Hub appliance, you must:

- Ensure your network supports dynamic IP address assignment and has access to the internet.

- Check to see if the cameras that you are discovering are ONVIF conformant products. You can determine this by searching the ONVIF Conformant Cameras database at <https://www.onvif.org/conformant-products/>.  
**Tip:** Check your camera manufacturer's documentation on how to configure the camera as an ONVIF discoverable camera.

The camera(s) must support the following:

- ONVIF profile S support
- Video format: h.264
- H.264 profile: main or baseline (suggested for bandwidth consideration)
- Audio format (if applicable): OPUS, AAC, or PCM
- Streaming protocol: RTSP
- Video Resolution: 720p or 1080p (suggested for bandwidth consideration)
- Frame Rate: 15fps-30fps (suggested for bandwidth consideration)

**Note:** Some camera manufacturers require the manual entry of a multicast address to allow for camera discovery. The multicast address configuration is typically found under the network settings. In your network settings, you can enter a multicast IP address of 239.255.255.250 and select the **Enable Multicast Discovery** check box.

## Registering Safety Hub Appliances

You must register Safety Hub appliances through CommandCentral Aware for it to connect to your agency network.

1. Sign onto CommandCentral Aware at <https://aware.commandcentral.com>.
2. Open the Video Streaming module by performing the following actions:
  - a. In the upper-right corner of CommandCentral Aware, click **Add new tab** (  ).
  - b. Select **Video streaming** from the **Select a tab type** drop-down list.  
The module opens on a new tab within CommandCentral Aware.
3. From the sidebar, click **Camera Manager** (  ).  
The **Camera Manager** window opens.
4. Click the **Safety Hub Connectors** tab.
5. Select **Add Connector**.  
The **Add Connector** dialog box opens.

6. Enter a **Name** for your Safety Hub appliance and its **Serial Number**.
7. Click **Save changes**.

**Results:** The Safety Hub appliance is now registered and added to the list of other registered Safety Hub appliances on the **Safety Hub Connectors** tab.

**What to do next:** After registering your Safety Hub appliance, you must configure its video settings by following the [Configuring Safety Hub Appliances](#) procedure.

## Configuring Safety Hub Appliances

You must configure newly registered Safety Hub appliances through CommandCentral Aware for it to communicate with the cameras in your agency network.

**Note:** All cameras must have the same username and password.

1. Sign onto CommandCentral Aware at <https://aware.commandcentral.com>.
2. Open the Video Streaming module by performing the following actions:
  - a. In the upper-right corner of CommandCentral Aware, click **Add new tab** (  ).
  - b. Select **Video streaming** from the **Select a tab type** drop-down list.  
The module opens on a new tab within CommandCentral Aware.
3. From the sidebar, click **Camera Manager** (  ).  
The **Camera Manager** window opens.
4. Click the **Safety Hub Connectors** tab.
5. From the list of Safety Hub appliances, select the desired Safety Hub appliance.  
The **Connector details** side panel opens.
6. Click **Edit connector**.  
The **Edit connector** dialog box opens.
7. Click **Video Configuration** tab.
8. Enter the **Camera User Name** and **Camera Password**.  
**Important:** This is the ONVIF username and password that is on the camera. If the Safety Hub appliance is owned by a commercial customer, you must obtain the camera information from them.
9. Click **Save changes**.

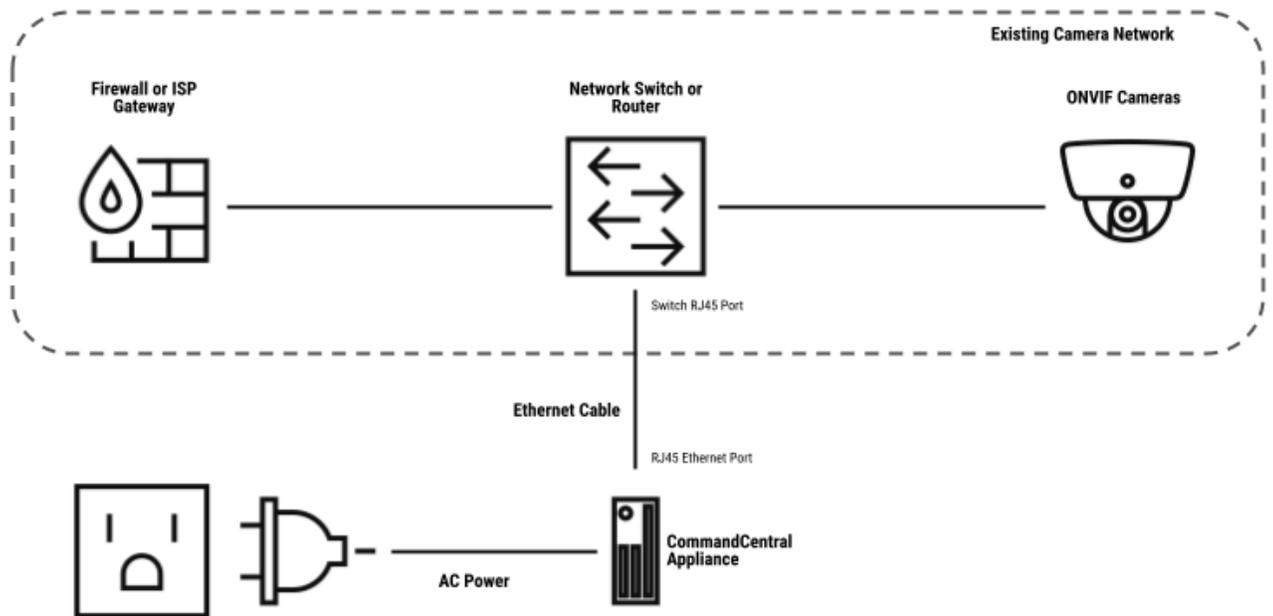
## Open Ports on the Firewall

Safety Hub appliances use the following ports to communicate with the Motorola Solutions cloud services. In most cases, no changes need to be made to your network. However, some installations may have restricted the traffic that passes through the firewall.

The following table shows the traffic flow that is leaving your network.

Ports	Network Layer 3	Transport Layer 4	Application Layer 7
20000-39999	unicast	UDP	WebRTC
22	unicast	TCP	SSH
9600	unicast	TCP	UPnP
123	multicast	UDP	NTP
433, 8883	unicast	TCP	WSS
3702	multicast	UDP	WSDiscovery

## Installing Safety Hub Appliances



**Image 1.2 - Safety Hub Appliance Installation View Example**

To install the Safety Hub appliance, plug it into the existing camera network by performing the following actions:

1. Plug one end of your ethernet cable into the network switch.
2. Plug the other end into the port marked **Ethernet** on the Safety Hub appliance.
3. Connect the power adapter to the Safety Hub appliance.
4. Plug the adaptor into an AC power.
5. To ensure that the Safety Hub appliance is properly installed, check the **Status** in Camera Manager from CommandCentral Aware.

**Note:** The Safety Hub appliance may show the **Online** status if it is connected to the cloud. The Safety Hub appliance may also display the number of discovered cameras in the **Cameras** column.

Camera Manager **Connectors** Connections

**Edge Network Connectors** Add Connector

Last Updated Time: 03:24:43 PM 10/30/2023 Refresh list

Name	ID	Cameras	Status	Type
place	d2557e5e-0b45-5c8f-be86-412d1837dd59	7	Online	Video
Interview Room	a53820c2-6767-55af-972a-ee45ed5a9b7e	3	Disabled	Interview Room
Vigilant	d26e4208-bcb2-5006-a598-1dd39c298d35	0	Offline	Vigilant
TEST	037de2e5-0eca-50fe-85ae-83e73e5b91c9	0	Offline	Video
Interview Room Blue	7a4012f3-fa09-576b-bf2a-39325976764a	0	Offline	Video
Abels High School	a26affbf-e090-5fd7-83e7-fade1847fcdf	6	Offline	Video
Default stringg	bd5f02f4-5e09-5b54-877d-681f0058d8b3	1	Offline	Vigilant
65D78V3	fc005974-6ad1-56a8-8363-a85dee2c60d4	0	Offline	Video
GT3spot	dd10b55c-5a6b-5847-a4e6-85335e154fee	0	Offline	Video
9DNHDZ3	273a1725-534a-59b9-bcc0-ff3c53a59d57	0	Offline	Video
Jared	20f4e4f2-94e6-5705-996c-cf6325bcf9ad	1	Online	Video
GTB8DX3	2158f29c-7404-50da-aff7-f77c50234f19	2	Offline	Video

**Image 1.3 - CommandCentral Aware View Example**

# 6. Pricing Summary

**Table 3-1: Year 1 CC Aware Protected Place Package w/ 20 Safety Hub Appliances**

Line #	Description	Line Total
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1	Protected Places Package Web Portal Creation and Configuration CC Aware Safety Hub Appliance Deployment - Qty. 20	\$13,836.00
2	CC Aware Safety Hub Appliance - Qty. 20	\$33,464.00
3	CC Aware Safety Hub Appliance Annual Subscription - 1 Year - Qty. 20	\$7,450.00
Year 1 Total		\$54,750.00

Pricing is valid for 60 days from the date of this proposal.

**Table 3-2: CC Aware - Safety Hub Appliance Annual Subscription - Out Years\***

Year	Description	Line Total
Year 2	Safety Hub Appliance Annual Subscription - Qty. 20	\$7,450.00
Year 3	Safety Hub Appliance Annual Subscription - Qty. 20	\$7,450.00
Year 4	Safety Hub Appliance Annual Subscription - Qty. 20	\$7,450.00
Year 5	Safety Hub Appliance Annual Subscription - Qty. 20	\$7,450.00

\*Pricing is valid at time of initial purchase and is subject to change if purchased at a later date.

## 7. Payment Milestones & Billing

Motorola Solutions shall invoice the CITY in accordance with Table 4-1: Payment Milestones. Motorola Solutions shall submit all invoices referencing the applicable billing milestone(s) submitted for payment to Sean MacDonald, City of Miramar, at 11765 City Hall Promenade, Miramar, FL 33025 [smacdonald@miramarfl.gov](mailto:smacdonald@miramarfl.gov). The CITY will make payments to MOTOROLA within thirty (30) days after



the date of each invoice. The CITY will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution.

**Table 4-1: Payment Milestones**

<b>Payment Milestones - Year 1</b>		
Contract Signature & Execution (due on receipt)	60%	\$32,850.00
Hardware Installation	30%	\$16,425.00
Project Completion	10%	\$5,475.00
	<b>Total</b>	<b>\$54,750.00</b>

**For Lifecycle Support and Subscription based services:**

Motorola shall invoice annually in advance of each year of the plan.

## 8. Contractual Documentation

Pursuant to Section 6, subsection B of the Sourcewell Contract # 051321-MOT, the following additional terms and conditions apply to this offering.

**Motorola Solutions Customer Agreement**



This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Equipment, Products and Services; and

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

WHEREAS, on July 23, 2021, Sourcewell and Motorola entered into a contract identified as 051321-MOT, which provides that Participating Entities may purchase Public Safety Equipment, Products and Services from Motorola pursuant to certain terms contained therein; (the “Contract”) and

WHEREAS, pursuant to Article 6.B of the Contracts, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Customer.

## 1. Agreement.

- 1.1. Scope: Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

## 2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider



non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be used with the Products.

**“Data Processing Addendum”** or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Delivery”** means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

**“Documentation”** means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

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

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

**“Integration Services”** means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

**“Lifecycle Management Services”** or **“LMS”** means upgrade services as set out in the applicable Proposal.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products;

**“Motorola Materials”** means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.



**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

**“Services”** means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

**“Software-as-a-Service”** or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

**“Software System”** means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

**“Subscription”** means a recurring payment for Products, as set out in the Proposal.

**“Subscription Services”** or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### 3. **Products and Services.**

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

#### 3.2. **Services.**

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services: Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle



Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is



responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

**3.9. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **4. Term and Termination.**

**4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

**4.1.1. Subscription Terms.** Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

**4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

**4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

**4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

**4.5. Wind Down of Subscription.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.



4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## 5. **Payment, Invoicing, Delivery and Risk of Loss**

5.1. The Contract Price of \$54,750, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement 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.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer



agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

**5.5. Payment.** Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC (optional) Email: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

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

**5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.



- 5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

## 6. **Sites; Customer-Provided Equipment; Non-Motorola Materials.**

- 6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and



its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

## 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing



upon System Acceptance, System Completion, or date the Licensed Software is delivered (the “**Warranty Period**”).

- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) (“SwSP”). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola’s LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims: Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer’s sole and exclusive remedies for Motorola’s breach of a warranty. Motorola’s warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS



RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

## 8. Indemnification.

- 8.1. **General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. **Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.



**8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **9. Limitation of Liability.**

**9.1.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**9.2. EXCLUSIONS FROM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER’S OR THIRD PARTIES’ SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION



DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## 10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

## 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## 12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or

phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

**13. Force Majeure; Delays Caused by Customer.**

**13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

**14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

**14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

**15. General.**

- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.



- 15.9. **Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. **Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. **Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. **Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

**Motorola Solutions, Inc.**

**Customer: City of Miramar, FL**

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

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

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

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

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

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

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

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

TR 8610 RTIC Phase III Competitive Contracts

Sourcewell 051321-MOT: [Motorola Solutions: Contract 051321-MOT | Sourcewell](#)

Omnia Partners R240303: [Carahsoft | OMNIA Partners | Contract Documents](#)

The Interlocal Purchasing System (TIPS) 230901: [TIPS-USA](#)