

**EQUIPMENT PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.
FOR POLICE RADIOS**

THIS AGREEMENT is made as of the ____ day of September, 2023 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City" or "Customer") and MOTOROLA SOLUTIONS, INC., a Delaware corporation ("Supplier" or "Motorola"), both of which may be hereinafter referred to collectively as the "Parties" or individually as "Party".

RECITALS

A. City desires to retain a vendor to provide 101 APXN70 portable radios and accessories and 24 APX6500 mobile radios and accessories available through State Cooperative Contract # CTR046830 (on file in the City's Finance Department) and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto.

B. The open market procedures have been satisfied by use of the above-referenced governmental cooperative agreement.

C. The Parties have set forth the delivery and payment terms for the radios.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

"Customer-Provided Equipment" - Certain components, including equipment and software, not provided by Motorola.

"Services" - services related to purchased Products

"Ordering Document" - solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties

"Equipment" - hardware provided by Motorola

"Products" - Equipment, Licensed Software, and Subscription Software

"Licensed Software" - license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term

“Subscription Software” - license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment but licensed to Customer by Motorola on a subscription basis.

2.AGREEMENT: Supplier hereby sells to City equipment (the “Equipment”) detailed in Exhibits A (Quote No. 2218380) and B (Quote No. 2218447).

3.SUPPLIER’S DUTIES: Supplier shall provide the Equipment and make delivery as detailed in Exhibits A and B, which shall be no later than June 30, 2024, and also be operating to City’s satisfaction by such date. Failure in operability shall result in full refund to City by July 30, 2024.

4. COMPENSATION: In accordance with the terms and conditions of this Agreement, City shall compensate Supplier for Equipment in an amount not to exceed Eight Hundred Thirty-Seven Thousand Three Hundred Eight Dollars and Sixty Cents (\$837,308.60) in accordance with Exhibit A for the 101 APXN70 portable radios and an amount not to exceed One Hundred Seventy-Four Thousand Five Hundred and Fifty-One Dollars and Fifty-Two Cents (\$174,551.52) in accordance with Exhibit B for the 24 APX6500 mobile radios, for a grand total not to exceed of One Million Eleven Thousand Eight Hundred and Sixty Dollars and Twelve Cents (\$ 1,011,860.12). The City affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law.

5.SUPPLIER BILLING: Supplier shall bill City a total amount not to exceed Section 3 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

6.TERM/RENEWAL: The term of this Agreement starts on September 19, 2023, and ends on June 30, 2024

7. WARRANTY: Motorola Warranties. 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 Ordering Document; and (b) for a period of ninety (90) calendar 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 Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

- A. **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 or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, 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 transferrable.
- B. **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.
- C. **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, 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.

8. INDEMNIFICATION. 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 an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section - 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; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

Motorola will defend indemnify and hold harmless Customer from and against any third-party claim alleging that a Motorola-developed or

manufactured Product or Service (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 – 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.

- i. 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 pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription 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 software).
- ii. 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 Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service 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 or Service that is intended to correct the claimed infringement.

D. Limitation of Liability.

- a. **DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES,**

AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, 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. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF 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 SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. ADDITIONAL EXCLUSIONS 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 OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (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 AND SERVICES.

9. Confidentiality.

- a. Confidential Information. "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") 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 businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) calendar days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- b. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this Section - Confidentiality; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- c. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to

the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

- d. **Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) calendar days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

- e. **Data Definitions.** The following terms will have the stated meanings: "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "Service Use Data" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "Customer Data" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service

Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "Third-Party Data" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "Motorola Data" means data owned or licensed by Motorola; "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- f. **Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to 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) (collectively, "Motorola Materials"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, 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). For clarity, 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.

g. **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 and use the Customer Data as set forth in Section – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section – Sub-processors.

h. **Processing Customer Data.**

i. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

ii. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

- iii. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.
- i. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of the State Cooperative Contract # CTR046830 or the Primary Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) calendar days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section – Notices. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.
- j. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.
- k. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third

parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA.

11. 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.

12. 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 and Services. "Authorized Users" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

13. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data 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 (collectively, "Documentation"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document 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 and Services.

14. APPLICABLE LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

15. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

16. PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Supplier who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

17. CERTIFICATION PURSUANT TO A.R.S. § 35-394: In accordance with Arizona Revised Statutes § 35-394, Supplier hereby certifies and agrees that Supplier does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Supplier becomes aware during the term of this Agreement that Supplier is not in compliance with this Section, then Supplier shall notify the City within five (5) business days after becoming aware of such noncompliance. If Supplier does not provide the City with written certification that Supplier has remedied such noncompliance within one hundred eighty (180) days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

18. CONFLICTS OF INTEREST: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

19. SEVERABILITY: City and Supplier each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

20. FORCE MAJEURE: Neither City nor Supplier, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Supplier in connection with the obligations under this Agreement. Supplier agrees that Supplier alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

21. ENTIRE AGREEMENT: This Agreement and any attachments represent the entire agreement between City and Supplier and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized representative as of this ____ day of _____, 20 ____.

SUPPLIER:

MOTOROLA SOLUTIONS, INC.,

a Delaware corporation

J. J. Trivedi

By: Jimmy Trivedi

Its: 8/24/2023 *Area Sales Manager*

CITY:

CITY OF APACHE JUNCTION, ARIZONA,

an Arizona municipal corporation

By: Walter "Chip" Wilson

Its: Mayor

ATTEST:

Jennifer Pena
City Clerk

APPROVED AS TO FORM:

 8.24.23
Richard J. Stern
City Attorney

EXHIBIT A



Quote Number: QUOTE-2218380

Billing Address:
APACHE JUNCTION POLICE DEPT
1001 N IDAHO RD

Quote Name: [100]N70
Quote Date: 2023-06-29
Expiration Date: 2023-09-27

Quote Created By:
JARED ZYGOWICZ
Sr Account Executive

APACHE JUNCTION AZ, 85119

JARED.ZYGOWICZ@motorolasolutions.com
400-604-5122

Customer: APACHE JUNCTION POLICE DEPT
Contact Name: Jessica Kelley
Contact Email: jkelley@apachejunctionaz.gov
Contact Phone: 480-474-5448

Currency: USD

Terms and Conditions: State of Arizona Contract CTR046830

Line #	Item Number	Description	Quantity	Term	Unit List Price	Ext. List Price	Discount %	Discount \$	Unit Sale Price	Ext. Sale Price	APC
1	APX™ N70										
1a	H35UCT9FWISAN	APX N70 7/800 MODEL 4.5 PORTABLE			4.00			\$1,353.78			0022
1b	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1c	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL W CPS.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1e	QA03399AX	ADD: ENHANCED DATA	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1f	H38DA	ADD: SMARTZONE OPERATION.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1g	QA006CH	ADD: ASTRO DIGITAL CAI OPERATION.			\$0.00			\$0.00	\$0.00	\$0.00	0022
1h	QA00508BA	ADD: TDMA OPERATION.	101				0.00%	\$0.00	\$0.00	\$0.00	
1i	QA01648AA	ADD: HW KEY SWPP EMENTAL DATA	101				27.00%	\$4.38	\$4.38	\$4.38	
1j	H637AB	ADD: RADIO CENTRAL PROGRAMMING PROMO CARVE OUT.	101			-\$32.04	0.00%	\$0.00	-\$32.04	-\$3.236.04	0022
1k	H636AA	ADD: APX N70 APP ACTION BUNDLE PROMO	101			-\$300.00	0.00%	\$0.00		\$0.00	
1l	H638EB	ADD: N70 SMART OCATE MAPPING TRIAL PROMO	101			-\$56.00	0.00%	\$0.00		\$0.00	
1m	BD00001AA	ADD: CORE BUNDLE.				\$313,706.00	27.00%	\$83.62		\$239,009.38	0022
1n	H499KC	ENH: SUBVERSIBLE (DELTA T).					0.00%	\$0.00	\$0.00	\$0.00	0022
1o	Q361CD	ADD: P25 9600 BAUD TRUNKING.				\$0.00		\$0.00	\$0.00	\$0.00	0022
1p	QA09001AM	ADD: WIFI CAPABILITY.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1q	Q387CB	ADD: MULTICAST OTING SCAN	101			\$0.00		\$0.00	\$0.00	\$0.00	0022
1r	QA09028AA	ADD: VIDI VC RAD O OPERAT ON	101			\$0.00		\$0.00	\$0.00	\$0.00	0022
1s	BD00010AA	ADD: SECURITY B IDLE	101			\$1,023.00	27.00%	\$276.21	\$746.79		0022
1t	H797DW	ENH: DVP-XL ENCRYPTION AND ADP.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1u	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP.			\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
1v	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY. ELIGIBLE FOR PROMO - CC AWARE STARTER.	101			\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0022
2	SSV01P01685B		101	1 YEAR	\$56.00	\$5,656.00	0.00%	\$0.00	\$56.00	\$5,656.00	0612
3	SSV01P01407B	SMARTPROGRAMMING PROMO.	101	1 YEAR	\$75.00	\$7,575.00	0.00%	\$0.00	\$75.00	\$7,575.00	0712
4	SSV01P01406A	SMARTCONNECT PROMO.	101	1 YEAR		\$7,575.00	0.00%	\$0.00	\$75.00	\$7,575.00	
5	SSV01P01476A	SMARTLOCATE PROMO.	101	1 YEAR	\$75.00	\$7,575.00	0.00%	\$0.00	\$75.00	\$7,575.00	0712
6	SSV01P01902A	SMARTMAPPING PROMO.	101	1 YEAR	\$75.00	\$7,575.00	0.00%	\$0.00	\$75.00	\$7,575.00	0712
7	PMN24216A	BATT IMPRES 2 LUDN IP68 3200T.	101		\$225.50	\$22,775.50	27.00%	\$60.88	\$164.62	\$16,626.62	0453
8	LSV01P03022A	RADIOCENTRAL PROGRAMMING PROMO.		1 YEAR	\$32.04	\$3,236.04	0.00%	\$0.00		\$3,236.04	0724
9	LSV01S03082A	RADIOCENTRAL PROGRAMMING.	101	4 YEARS	\$128.16	\$12,944.16	0.00%	\$0.00	\$128.16	\$12,944.16	0724
10	LSV01S03060A	APX N70 DMS ESSENTIAL.	101	5 YEARS	\$343.20	\$34,663.20		\$0.00	\$343.20	\$34,663.20	0723
	Standalone Items										
11	PMN24142A	XVP730 REMOTE SPEAKE NO CHANNEL KNOB, FOR	101		\$486.00		27.00%	\$131.22	\$354.78	\$35,832.78	0372
12	PMN18120A	RX ONLY XL CLEAR TUBE EARPICCE, 3 SWM JACK.	101		\$75.60	\$7,635.60	27.00%	\$20.41	\$55.19	\$5,574.19	0742
13	PMN46034A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US.	101		\$207.14	\$20,921.14	27.00%		\$151.21	\$15,272.21	0785
14	Incentive		1		-\$28,000.00					-\$28,000.00	

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Printed From: 0001-00000000

EXHIBIT B



QUOTE-2218447
(24) APX 6500

Billing Address:
APACHE JUNCTION POLICE
DEPT
300 E SUPERSTITION BLVD
APACHE JUNCTION, AZ 85119
US

Quote Date:06/29/2023
Expiration Date:09/27/2023
Quote Created By:
JARED ZYGOWICZ
Sr Account Executive
JARED.ZYGOWICZ@
motorolasolutions.com
480-604-5122

End Customer:
APACHE JUNCTION POLICE DEPT
Jessica Kelley
jkelley@apachejunctionaz.gov
480-769-4434

Contract: CTR046830
Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Pricing per Motorola's Arizona State Contract: CTR046830

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1	Incentive	Expiration Date: 09/29/2023	1	-\$4,800.00	0.0%	-\$4,800.00	-\$4,800.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500					
2	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	13	\$3,383.12	27.0%	\$2,469.68	\$32,105.84
2a	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	13	\$480.00	0.0%	\$480.00	\$6,240.00
2b	GA00580AA	ADD: TDMA OPERATION	13	\$495.00	27.0%	\$361.35	\$4,697.55
2c	G51AU	ENH: SMARTZONE OPERATION APX6500	13	\$1,320.00	27.0%	\$963.60	\$12,526.80
2d	G67DT	ADD: REMOTE MOUNT E5 APXM	13	\$327.00	27.0%	\$238.71	\$3,103.23
2e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	13	\$0.00	0.0%	\$0.00	\$0.00
2f	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	13	\$814.00	27.0%	\$594.22	\$7,724.86
2g	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	13	\$66.00	27.0%	\$48.18	\$626.34



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
2h	G843AH	ADD: AES ENCRYPTION AND ADP	13	\$523.00	27.0%	\$381.79	\$4,963.27
2i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	13	\$0.00	0.0%	\$0.00	\$0.00
2j	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	13	\$15.00	27.0%	\$10.95	\$142.35
2k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	13	\$567.00	27.0%	\$413.91	\$5,380.83
2l	GA01670AA	ADD: APX E5 CONTROL HEAD	13	\$717.00	27.0%	\$523.41	\$6,804.33
2m	W22BA	ADD: STD PALM MICROPHONE APX	13	\$79.00	27.0%	\$57.67	\$749.71
2n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	13	\$330.00	27.0%	\$240.90	\$3,131.70
APX™ 6500 / Enh Series		ENHANCEDAPX6500					
3	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	11	\$3,383.12	27.0%	\$2,469.68	\$27,166.48
3a	G90AC	ADD: NO MICROPHONE NEEDED APX	11	\$0.00	0.0%	\$0.00	\$0.00
3b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	11	\$480.00	0.0%	\$480.00	\$5,280.00
3c	G72AD	ADD: APX O3 HANDHELD CH	11	\$1,041.00	27.0%	\$759.93	\$8,359.23
3d	GA00580AA	ADD: TDMA OPERATION	11	\$495.00	27.0%	\$361.35	\$3,974.85
3e	G51AU	ENH: SMARTZONE OPERATION APX6500	11	\$1,320.00	27.0%	\$963.60	\$10,599.60
3f	G67DR	ADD: REMOTE MOUNT O3 APXM	11	\$327.00	27.0%	\$238.71	\$2,625.81
3g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	11	\$0.00	0.0%	\$0.00	\$0.00
3h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	11	\$814.00	27.0%	\$594.22	\$6,536.42
3i	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	11	\$66.00	27.0%	\$48.18	\$529.98



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

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
3j	G843AH	ADD: AES ENCRYPTION AND ADP	11	\$523.00	27.0%	\$381.79	\$4,199.69
3k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	11	\$0.00	0.0%	\$0.00	\$0.00
3l	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	11	\$15.00	27.0%	\$10.95	\$120.45
3m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	11	\$567.00	27.0%	\$413.91	\$4,553.01
3n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	11	\$330.00	27.0%	\$240.90	\$2,649.90
Subtotal							\$159,992.23

\$14,559.29

Grand Total

\$174,551.52(USD)



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