

FAIRFIELD TOWNSHIP
RESOLUTION NO. 24-95

**RESOLUTION AUTHORIZING PURCHASE OF MOTOROLA RADIOS FOR THE POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS, INC.,
AT A COST NOT TO EXCEED \$30,000.00.**

WHEREAS: The Police Chief recommends the purchase of the Motorola radios for the new hires in the Police Department;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the purchase of Motorola Radios for the Police Department from Motorola Solutions Inc., at a cost not to exceed \$30,000.00, and authorizes the Administrator to execute the contract, attached hereto as Exhibit "A". The radios will be paid out of Fund 2081.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: June 18, 2024

Board of Trustees

Shannon Hartkemeyer: _____

Michael Berding: _____

Joe McAbee: _____

Vote of Trustees

yes

yes

yes

AUTHENTICATION

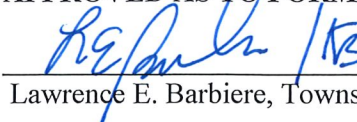
This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 18th day of June, 2024.

ATTEST:

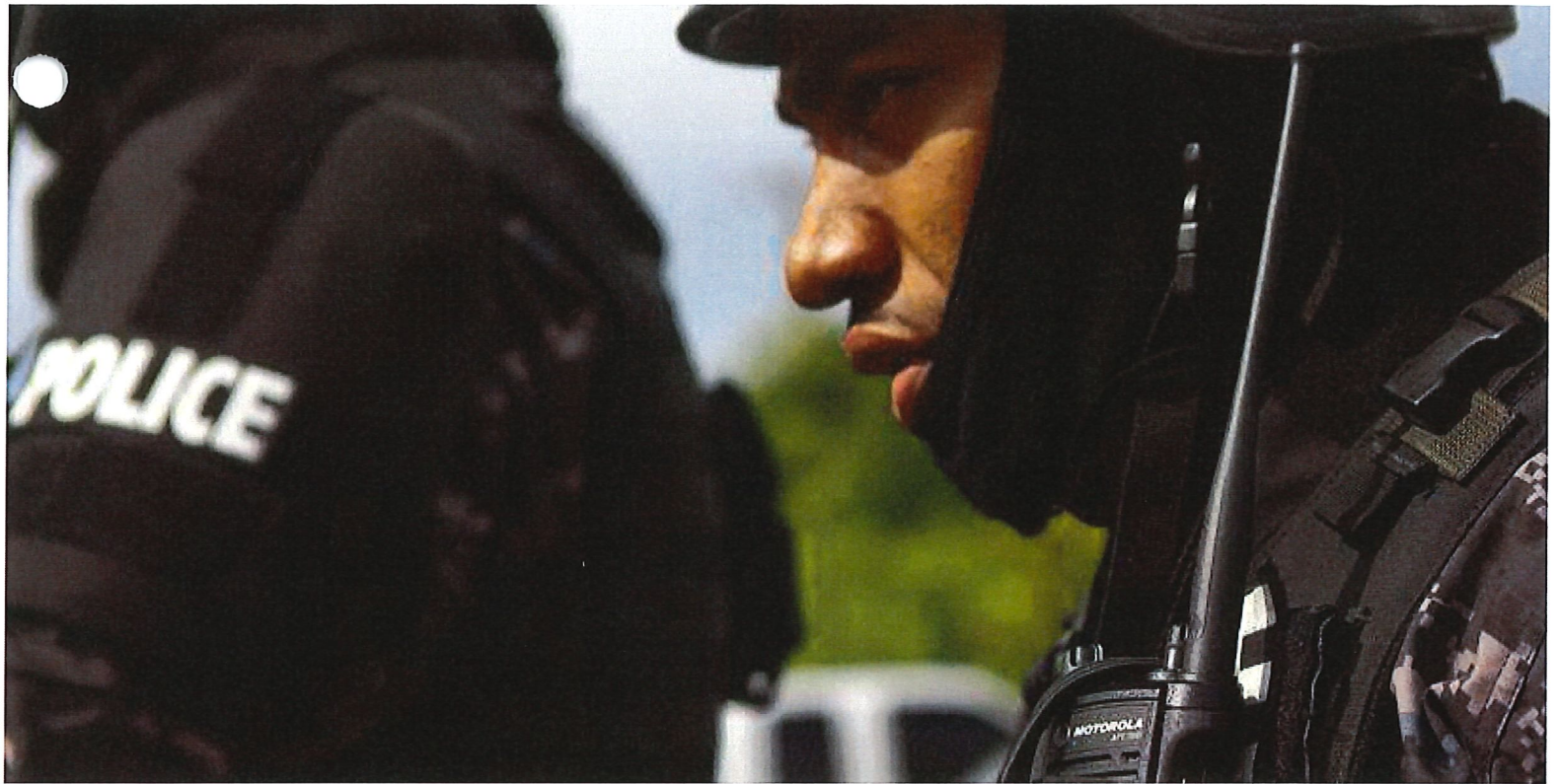


Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Township Assistant Law Director



FAIRFIELD TOWNSHIP POLICE DEPARTMENT

N50 Portable w. Accys

05/16/2024

05/16/2024

FAIRFIELD TOWNSHIP POLICE DEPARTMENT
6485 VONNIE VALE CT
HAMILTON, OH 45011

RE: Motorola Quote for N50 Portable w. Accys
Dear B Stiens ,

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

This information is provided to assist you in your evaluation process. Our goal is to provide FAIRFIELD TOWNSHIP POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Shelly J Kunz at shelly.kunz@motorolasolutions.com.

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

Sincerely,

Shelly J Kunz
Account Executive

Billing Address:
 FAIRFIELD TOWNSHIP POLICE
 DEPARTMENT
 6485 VONNIE VALE CT
 HAMILTON, OH 45011
 US

Quote Date:05/16/2024
 Expiration Date:08/14/2024
 Quote Created By:
 Shelly J Kunz
 Account Executive
 shelly.kunz@
 motorolasolutions.com
 5137873012

End Customer:
 FAIRFIELD TOWNSHIP POLICE
 DEPARTMENT
 B Stiens
 bstiens@butlersheriff.org
 Contract: 21336 - OHIO, STATE OF

Summary:

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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N50	APX N50					
1	H25UCF9PW6AN	APX N50 7/800 MODEL 2 PORTABLE	5		\$6,980.00	\$5,095.40	\$25,477.00
1a	QA08853AA	ADD: CPS ENABLEMENT	5				
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	5				
1c	QA09001AM	ADD: WIFI CAPABILITY	5				
1d	QA03399AK	ADD: ENHANCED DATA	5				
1e	QA09007AD	ADD: OUT OF THE BOX WIFI PROVISIONING	5				
1f	H869DB	ENH: MULTIKEY	5				
1g	Q629BD	ENH: AES ENCRYPTION AND ADP	5				



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

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	5				
1i	QA09008AG	ADD: GROUP SERVICES	5				
1j	QA09000AG	ADD: DIGITAL TONE SIGNALING	5				
1k	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	5				
2	LSV01S03084A	APX N50/30 DMS ESSENTIAL	5	5 YEARS	\$264.00	\$264.00	\$1,320.00
3	PMNN4813A	BATT LIION IMPRES 2 IP68 2850T	5		\$178.50	\$133.88	\$669.40
4	PMMN4140A	RM760 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	5		\$131.00	\$98.25	\$491.25
5	PMPN4820A	CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT PS US	5		\$85.71	\$64.28	\$321.40
	APX™ Radio Management	RADIO MANAGEMENT					
6	T7914A	RADIO MANAGEMENT ONLINE	1		\$110.00	\$110.00	\$550.00
6a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	5				
Grand Total					\$28,829.05(USD)		

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Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$27,509.05	
Upfront Subscription Fee				
	APX™ N50	Annually	\$264.00	
Sub Total:			\$27,773.05	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	APX™ N50	Annually	\$264.00	\$264.00
Year 3 Subscription Fee				
	APX™ N50	Annually	\$264.00	\$264.00
Year 4 Subscription Fee				
	APX™ N50	Annually	\$264.00	\$264.00
Year 5 Subscription Fee				
	APX™ N50	Annually	\$264.00	\$264.00
Sub Total:			\$1,056.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$28,829.05	

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

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

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

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

Motorola Solutions, Inc.

Customer

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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

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APX N50 Portable Radio Solution Description

OVERVIEW

The APX N50 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

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

Adaptive Audio

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

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

Essential and Secure P25 Communications

The APX N50 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. All P25 communications over the N50 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N50 lets first responders stay connected across disparate networks. It is equipped with Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday use. APX N50 radios support 7/800 MHz frequency bands across radio systems, with minimal intervention by the radio user.



SmartConnect over Wi-Fi

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

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

Managing and Provisioning Devices

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

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

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

Device Management Services

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

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

OVERVIEW

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

DMS Essential services provide basic hardware and software support.

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

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

HARDWARE REPAIR

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

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

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

MOTOROLA SOLUTIONS RESPONSIBILITIES

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

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization ("RMA") number generated by the electronic system.
 - When initiating a repair via paper Return Material Form ("RMF"), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

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

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

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

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

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may

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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

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

CUSTOMER RESPONSIBILITIES

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

LIMITATIONS AND EXCLUSIONS

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

Software Maintenance

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

MOTOROLA SOLUTIONS RESPONSIBILITIES

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

CUSTOMER RESPONSIBILITIES

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

MyView Portal Access

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

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



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MOTOROLA SOLUTIONS RESPONSIBILITIES

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

CUSTOMER RESPONSIBILITIES

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

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