

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 050

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MOTOROLA SOLUTIONS, INC. FOR THE PURCHASE OF PORTABLE PUBLIC SAFETY RADIOS, PROGRAMMING AND RELATED APPURTENANCES, IN ORDER TO REPLACE OBSOLETE RADIOS AND UPGRADE THE CITY'S POLICE AND FIRE DEPARTMENT RADIO COMMUNICATIONS SYSTEM, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, Council, by and through Ordinance No. 2002-133, authorized the Mayor to enter into an agreement for the City of Strongsville to join a Southwest Regional Communications Network Council of Governments ("Southwest COG"), in order to foster cooperation between the various cities that are members of such Council of Governments, to establish, own, operate and administer a regional communications network for public safety and public service purposes; and

WHEREAS, the member communities of the Southwest COG are again collectively faced with the costly challenge of needing to replace a large number of portable public safety radios that have become obsolete due to having reached their end-of-service life; and

WHEREAS, as a member of the Southwest COG, the City of Strongsville must now participate in replacing and upgrading the City's obsolete portable public safety radios in order to remain compatible with the Southwest COG system; and

WHEREAS, the Ohio Department of Administrative Services awarded a State Term telecommunications contract (Contract No. 573077-0, Index No. STS-073) to Motorola Solutions, Inc.; and

WHEREAS, in order to ensure continuity and functional interoperability with the existing system, it is critical to replace and upgrade such portable public safety radios and related appurtenances with Motorola radios; and

WHEREAS, said vendor has agreed to provide such new radios and related appurtenances to the City at a cost below the aforementioned State Term contract pricing.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

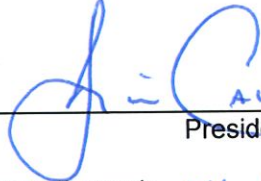
**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the City of Strongsville Police and Fire Departments, in that it is immediately necessary to enter into a contract, without public bidding, with **MOTOROLA SOLUTIONS, INC.** for the replacement of obsolete equipment, and purchase of upgraded portable public safety radios, programming and related appurtenances for the City's Police and Fire Departments, in order to continue to meet the operational needs of the Departments on a prompt basis and to ensure the public health, safety and welfare.

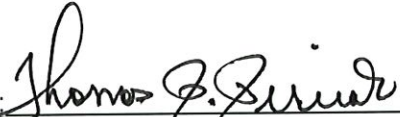
**Section 2.** That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **MOTOROLA SOLUTIONS, INC.**, without public bidding, in an amount not to exceed \$1,443,869.91 for the purchase of upgraded portable public safety radios and related appurtenances, all as more fully set forth in the quote attached hereto as Exhibit A and incorporated herein by reference, and as to be reflected in a contract to be in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund and Emergency Vehicle Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the necessary equipment, supplies, repair, maintenance and services for the City-wide radio communications system, to provide for the continuity of services in the operation of the Police and Fire Departments of the City of Strongsville, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

  
 \_\_\_\_\_  
 President of Council  
 Date Passed: 04 15 2024

Approved:   
 \_\_\_\_\_  
 Mayor

Date Approved: April 15, 2024

Attest:   
 \_\_\_\_\_  
 Clerk of Council

|          | <u>Yea</u>                          | <u>Nay</u> |
|----------|-------------------------------------|------------|
| Carbone  | <input checked="" type="checkbox"/> | _____      |
| Clark    | <input checked="" type="checkbox"/> | _____      |
| Kaminski | <input checked="" type="checkbox"/> | _____      |
| Kosek    | <input checked="" type="checkbox"/> | _____      |
| Roff     | <input checked="" type="checkbox"/> | _____      |
| Short    | <input checked="" type="checkbox"/> | _____      |
| Spring   | <input checked="" type="checkbox"/> | _____      |

Ord. No. 2024-050 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. 04-15-24 Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. Suspended Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. Suspended Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 04-15-24 Defeated: \_\_\_\_\_

Billing Address:  
 STRONGSVILLE, CITY OF  
 18688 ROYALTON RD  
 STRONGSVILLE, OH 44136  
 US

Shipping Address:  
 Strongsville C/O Motorola  
 Solutions  
 12430 Plaza Dr.  
 Parma, Ohio 44130  
 US

Quote Date:03/25/2024  
 Expiration Date:05/29/2024  
 Quote Created By:  
 Christopher Pfaff  
 Christopher.Pfaff@  
 motorolasolutions.com

End Customer:  
 STRONGSVILLE, CITY OF  
 Chief Draves

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](http://www.motorolasolutions.com/product-terms).

| Line # | Item Number  | Description                             | Qty | Term    | List Price  | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|---------|-------------|------------|-----------------|
| 1      | H35UCT9PW8AN | APX N70 7/800 MODEL 4.5 PORTABLE        | 102 |         | \$9,890.60  | \$6,515.91 | \$664,622.82    |
| 2      | PSV00S01424A | APX NEXT PROVISIONING*                  | 1   |         | \$0.00      | \$0.00     | \$0.00          |
| 3      | LSV01S03060A | APX N70 DMS ESSENTIAL                   | 102 | 7 YEARS | \$432.43    | \$284.88   | \$29,057.76     |
| 4      | LSV01S03082A | RADIOCENTRAL PROGRAMMING                | 102 | 1 YEAR  | \$32.04     | \$21.11    | \$2,153.22      |
| 5      | PSV01S02944A | PROVISIONING SUPPORT                    | 1   |         | \$0.00      | \$0.00     | \$0.00          |
| 6      | PMNN4816A    | BATT IMPRES 2 LIION IP68 3200T          | 102 |         | \$225.50    | \$148.56   | \$15,153.12     |
| 7      | H45TGT9PW8AN | APX NEXT SINGLE BAND MODEL 4.5 PORTABLE | 6   |         | \$12,029.00 | \$7,924.70 | \$47,548.20     |
| 8      | LSV01S03446A | APX NEXT DMS ESSENTIAL                  | 6   | 7 YEARS | \$484.60    | \$319.25   | \$1,915.50      |
| 9      | PSV01S02944A | PROVISIONING SUPPORT                    | 1   |         | \$0.00      | \$0.00     | \$0.00          |
| 10     | SSV01S01407A | SMARTPROGRAMMING                        | 6   | 1 YEAR  | \$75.00     | \$75.00    | \$450.00        |
| 11     | SSV01S01406A | SMARTCONNECT                            | 6   | 1 YEAR  | \$75.00     | \$75.00    | \$450.00        |
| 12     | SSV01S01907A | SMARTMAPPING                            | 6   | 1 YEAR  | \$75.00     | \$75.00    | \$450.00        |
| 13     | SSV01S01906A | SMARTMESSAGING                          | 6   | 1 YEAR  | \$75.00     | \$75.00    | \$450.00        |



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, 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 |
|--------|--------------|--|-----|---------|-------------|------------|-----------------|
| 14     | NNTN9217A    | BATTERY PACK,BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T, UL2054 DIV 2 | 40  |         | \$284.35    | \$187.33   | \$7,493.20      |
| 15     | SSV01S01476A | SMARTLOCATE  | 6   | 1 YEAR  | \$75.00     | \$75.00    | \$450.00        |
| 16     | H45TGT9PW8AN | APX NEXT SINGLE BAND MODEL 4.5 PORTABLE                                | 64  |         | \$12,029.00 | \$7,924.70 | \$507,180.80    |
| 17     | LSV01S03446A | APX NEXT DMS ESSENTIAL   | 64  | 7 YEARS | \$484.60    | \$319.25   | \$20,432.00     |
| 18     | PSV00S01424A | APX NEXT PROVISIONING*   | 1   |         | \$0.00      | \$0.00     | \$0.00          |
| 19     | PSV03S02465A | APX DMS PROVISIONING PD3*  | 1   |         | \$0.00      | \$0.00     | \$0.00          |
| 20     | PMPN4639B    | CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT                                 | 70  |         | \$599.00    | \$394.62   | \$27,623.40     |
| 21     | PMLN8507A    | CARRY ACCESSORY-BELT CLIP,APX N70 2.5" BELT CLIP                       | 20  |         | \$12.90     | \$8.50     | \$170.00        |
| 22     | PMLN5407A    | 2.5" REPLACEMENT SWIVEL BELT LOOP                                      | 96  |         | \$16.74     | \$11.03    | \$1,058.88      |
| 23     | PMMN4158A    | WM800 WIRELESS RSM WITH BATTERY  | 70  |         | \$563.00    | \$370.90   | \$25,963.00     |
| 24     | PMNN4846A    | BATTERY PACK,BATT LIION UL DIV2 IP68 2150T                             | 70  |         | \$79.00     | \$52.05    | \$3,643.50      |
| 25     | RLN6488A     | ANTI-SWAY STRAP  | 70  |         | \$18.77     | \$12.37    | \$865.90        |
| 26     | PMMN4128A    | RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)       | 85  |         | \$172.80    | \$113.84   | \$9,676.40      |
| 27     | PMMN4154A    | XVE500 DIV 1 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB, UL       | 70  |         | \$748.00    | \$492.78   | \$34,494.60     |
| 28     | PMLN5409A    | 3" REPLACEMENT SWIVEL BELT LOOP  | 20  |         | \$16.74     | \$11.03    | \$220.60        |



| Line #             | Item Number  | Description  | Qty | Term | List Price                 | Sale Price | Ext. Sale Price |
|--------------------|--------------|--|-----|------|----------------------------|------------|-----------------|
| 29                 | PMLN8371A    | CARRY ACCESSORY-<br>HOLSTER,APX N70<br>CLASSIC HOLSTER   | 20  |      | \$37.80                    | \$24.90    | \$498.00        |
| 30                 | PMLN8372A    | CARRY ACCESSORY-<br>CASE,APX N70 HYBRID<br>LEATHER HOLSTER,<br>PMNN4816 BATTERY                | 85  |      | \$139.00                   | \$91.57    | \$7,783.45      |
| 31                 | PMPN4591A    | CHGR DESKTOP MULTI<br>UNIT IMPRES 2 6<br>DISPLAYS INT PS US                                    | 10  |      | \$1,799.29                 | \$1,185.37 | \$11,853.70     |
| 32                 | RLN6486A     | FIREMAN'S RADIO STRAP  | 70  |      | \$49.23                    | \$32.43    | \$2,270.10      |
| 33                 | PMLN8341A    | AUDIO ACCESSORY-<br>EARPIECE,1-WIRE<br>SURVEILLANCE KIT WITH<br>LOUD AUDIO<br>TRANSLUCENT TUBE | 17  |      | \$52.00                    | \$34.26    | \$582.42        |
| 34                 | PMLN8209B    | CARRY ACCESSORY-<br>CASE,CARRY<br>ACCESSORY-<br>HOLSTER,APX NEXT XE<br>LEATHER CARRY CASE      | 70  |      | \$81.00                    | \$53.36    | \$3,735.20      |
| 35                 | PMPN4604A    | CHARGER,CHGR<br>DESKTOP SINGLE UNIT<br>IMPRES 2 EXT US   | 109 |      | \$207.14                   | \$136.46   | \$14,874.14     |
| 36                 | LSV01Q00387A | ASTRO TECHNICAL<br>ASSISTANCE  | 5   |      | \$150.00                   | \$150.00   | \$750.00        |
| <b>Grand Total</b> |              |  |     |      | <b>\$1,443,869.91(USD)</b> |            |                 |

**Notes:**

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.

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



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

"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.

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

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

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

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

Customer

By: Thomas P. Perciak

Name: Thomas P. Perciak

Title: Mayor

Date: April 15, 2024

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





| <b>Purchase Order Checklist</b>  |  |
|--|--|
| Marked as PO/ Contract/ Notice to Proceed on Company Letterhead<br><b>(PO will not be processed without this)</b>            |  |
| PO Number/ Contract Number   |  |
| PO Date  |  |
| Vendor = Motorola Solutions, Inc.  |  |
| Payment (Billing) Terms/ State Contract Number   |  |
| Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name  |  |
| Bill-To Address  |  |
| Ship-To Address (If we are shipping to a MR location, it must be documented on PO)   |  |
| Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO ) |  |
| PO Amount must be equal to or greater than Order Total   |  |
| Non-Editable Format (Word/ Excel templates cannot be accepted)   |  |
| Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept  |  |
| Ship To Contact Name & Phone #   |  |
| Tax Exemption Status   |  |
| Signatures (As required)   |  |

OFFICE OF THE COUNCIL  
City of Strongsville

TO: Jack Draves, Fire Chief  
FROM: Marialena Beach, Council Secretary  
DATE: April 16, 2024  
SUBJECT: Ordinance No. 2024-050  
Contract for the purchase of upgraded portable public safety radios.  
Motorola Solutions, Inc.

---

Attached is a certified copy of Ordinance No. 2024-050, along with the **original agreement**, with Motorola Solutions for the purchase of upgraded portable public safety radios.

Please have the agreement signed and executed, then **forward the original agreement marked "Ex A" or a fully executed copy back to the council office.**

Thank you.

MB  
Attachments