



**NINTH AMENDMENT TO BROWARD COUNTY P25 SYSTEM AND SERVICES
MASTER AGREEMENT WITH MOTOROLA SERVICES, INC.**

This Ninth Amendment ("Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and Motorola Services, Inc., a Delaware corporation ("Contractor") (each a "Party" and collectively the "Parties").

RECITALS

A. The Parties entered into Broward County P25 System and Services Master Agreement with Motorola Solutions, Inc., dated May 23, 2017 (the "Original Agreement"), to provide a new 700 MHz, P25 Phase II system to replace the County's existing 800 MHz SmartNet System, a new IP-based microwave system to replace the existing Tadiran 6 GHz system and providing backward compatibility for legacy circuits, and for related civil work, software, equipment, and support and maintenance.

B. The Original Agreement was amended eight times prior to this Amendment. The Original Agreement, as so amended, is referred to herein as the "Agreement." The Parties now desire to amend the Agreement to increase the not-to-exceed amounts and allocate a separate line items for Optional Services that are solely for procurement of equipment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 5.1 of the Agreement is amended as follows (strikethrough text indicates deletions and bold/underlining indicates additions):

5.1 For the duration of the Agreement, County will pay Contractor in accordance with Exhibit B up to the following maximum amount(s):

Services/Goods	Term	Not-To-Exceed Amount
P25 System Implementation (including Radio System, Microwave System, and Facilities and Infrastructure System)	Initial Term	\$39,500,000
Additional Training	Initial Term	\$200,000
Support and Maintenance Services	Initial Term	\$18,000,000 <u>\$19,900,000</u>

Services/Goods	Term	Not-To-Exceed Amount
Optional renewal terms (\$100,000 in additional training included in each renewal term)	First 5 year renewal term	\$7,100,000
	Second 5 year renewal term	\$8,300,000
Subtotal		\$73,100,000 \$75,000,000
CONSOLES		
Equipment & Services		\$10,000,000 \$13,500,000
Support and Maintenance Services (incremental increase)		\$1,000,000 \$2,261,000
Subtotal		\$11,000,000 \$15,761,000
OPTIONAL SERVICES:		
County purchases of Subscriber Equipment	<u>Duration of the Agreement</u>	\$10,097,000
Microware System for WWS	Duration of the Agreement	\$500,000
Logging Recorder Solution	Duration of the Agreement	\$1,200,000
Other Optional Services	Duration of the Agreement	\$6,000,000 \$10,000,000
Optional Services Subtotal		\$17,797,000 \$21,797,000
TOTAL NOT TO EXCEED		\$101,897,000 \$112,558,000

4. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under

penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

9. The effective date of this Amendment shall be the date of complete execution by the Parties.

10. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2025, and Motorola Services, Inc., signing by and through its _____, duly authorized to execute same.

COUNTY


ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by René D. Harrod
DN: cn=René D. Harrod, o=Broward County
Attorney's Office,
email=rharrod@broward.org, c=US
Date: 2025.11.20 11:29:39 -0500

RDH
11/19/2025
P25 Ninth Amendment
#1201618.1

**NINTH AMENDMENT TO BROWARD COUNTY P25 SYSTEM AND SERVICES
MASTER AGREEMENT WITH MOTOROLA SERVICES, INC.**

CONTRACTOR

Motorola Services, Inc.

By: **Daniel Sanchez**  Digitally signed by Daniel Sanchez
Date: 2025.11.20 11:06:02 -05'00'

Authorized Signer

Daniel Sanchez, FL TVP

Print Name and Title

20th day of November, 2025