

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: February 28, 2014

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Service Agreement with Motorola, Inc. for the maintenance of the Fire House Alerting Systems located in the City's Fire Stations and Emergency Operations Center and Computer Aided Dispatch Software

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Information Technology/Police and Fire
- 2) Type of Agreement – Service Agreement (Order No. 0555023480613) for maintenance.
- 3) Method of Procurement (RFP, bid, etc.) – Best Interest. Pursuant to Section 38.40(C)(8), this item requires an affirmative 5/7ths vote of the City Commission.
- 4) Term of Contract
 - a) initial - 1 year from October 1, 2015 through Sept. 30, 2016
 - b) renewals (if any) - no.
 - c) who exercises option to renew – no
- 5) Contract Amount – In an amount not to exceed \$79,566.00.
- 6) Termination rights – If there is a default, the non-defaulting party shall provide written notice of default and there is a 30 day cure period. If default is not cured, the non-defaulting party may terminate the agreement upon written notice.
- 7) Indemnity/Insurance Requirements – No. (See 10 below).
- 8) Scope of Services – As of March 1, 2014, Motorola has continually provided Fire Alerting, hardware and software services related to the existing radio equipment and system in accordance with the October 1, 2013 Service Agreement. The current agreement expired on September 30, 2015.
- 9) City's prior experience with Vendor (if any) – Yes.

Term Sheet for Amendment to the Motorola 800 MHZ Service Agreement continued

10) Other significant provisions - a) Except for personal injury or death, Motorola's total liability will be limited to direct damages recoverable under law, but not to exceed the 12 months of service provided under this Agreement; b) no action may be brought against Motorola more than one year after the accrual of such action.

c:: Wazir A. Ishmael, Ph.D., City Manager