

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT is made by and between the **City of Hollywood**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 2600 Hollywood Blvd., FL 33022 and **Motorola Solutions, Inc.**, a corporation authorized to do business in Florida (herein after referred to as "Contractor") whose address is 500 West Monroe Street, Chicago, IL 60661, this _____ day of _____, 20__.

WHEREAS, the City desires to obtain public safety communications products, services and solutions; and

WHEREAS, the City desires to procure these services from Contractor, utilizing existing contract prices and terms provided to the State of Washington, Cooperative Purchasing Master Agreement No. 00318, pursuant to Competitive Solicitation No. 00318, dated November 16, 2020, regarding public safety communications products, services and solutions; and

WHEREAS, in accordance with Cooperative Purchasing Master Agreement No. 00318, the effective date is January 1, 2022 through December 31, 2026, with the option to renew for twenty-four (24) months by the State of Washington if Contractor meets certain performance metrics; and

WHEREAS, the Contractor agrees to extend the terms, conditions, and pricing of Cooperative Purchasing Master Agreement No. 00318 to the City, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. Scope. The Contractor shall provide Public Safety Communications Products, Services and Solutions for the City, in accordance with and pursuant to the same terms, conditions, and pricing pursuant to Cooperative Purchasing Master Agreement No 00318.
3. Term. This Agreement shall terminate on December 31, 2026, unless Cooperative Purchasing Master Agreement No 00318 is renewed by the State of Washington, in which case this Agreement will automatically renew for an equivalent term.
4. Termination. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing sixty (60) days written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. Notwithstanding the above, the City will pay the Contractor for all conforming services rendered, and equipment or parts provided, up to the date of termination.

5. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY: City of Hollywood
Information Technology Department
2600 Hollywood Blvd.
Hollywood, FL 33022

For CONTRACTOR:

6. Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

7. Third Party Beneficiaries. Neither Contractor nor City intends to primarily or directly benefit a third party by entering into this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement.

8. Law and Jurisdiction. This Agreement shall be construed in accordance with the City of Hollywood's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Broward County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

9. Public Records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG.**

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

10. Funding. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law. Notwithstanding the above, should this Agreement terminate in whole or in part due to the non-appropriation of funds, and with a written thirty (30) day notice to the Contractor, the City will pay the Contractor for all conforming services rendered, and equipment or parts provided, up to the date of termination.

11. Contract Documents. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and Conditions of Cooperative Purchasing Master Agreement No 00318 with the State of Washington and Contractor, attached as **Exhibit "A"**.
- b. Terms and conditions as contained in this Agreement
- c. Contractor's response to Competitive Solicitation No. 00318 issued by the State of Washington and any subsequent information submitted by Contractor during the evaluation, attached as **Exhibit "B"**.

IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

THE CITY OF HOLLYWOOD, a municipal
Corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
Josh Levy, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Damaris Henlon, City Attorney

MOTOROLA SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____
