

PUBLIC SAFETY RADIO SYSTEM

PROPOSAL STUDY



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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November 25, 2019

Raheem Seecharan
City of Hollywood I.T.
2600 Hollywood Blvd
Hollywood, FL 33020

Dear Raheem:

Thank you for the opportunity to continue working with the City of Hollywood on your communication needs. Please find enclosed the proposal study quote you requested for evaluation of your public safety radio system and for future planning. This proposal is valid for 90 days. Please let us know if you have any questions.

Motorola values the opportunity to continue serving the City of Hollywood.

Sincerely,

Kim Camps



MOTOROLA SOLUTIONS

8000 W. Sunrise Blvd.
Plantation, FL 33322 | USA
(954) 290-7139



PROJECT IMPLEMENTATION PLAN

General System Implementation Overview

Motorola will provide a proposal that describes the equipment and the implementation plan that will define the principal activities and responsibilities for the implementation of an ASTRO 25 System for the City of Hollywood.

Motorola has been the market leader in mission-critical wireless communications for more than 65 years. We are proud to provide state, federal, and local jurisdictions with quality products and integration services. Surveys show our City's consistently rate us, "very satisfied" because we deliver high-quality projects that perform exceptionally. Systems Integration management is the reason for our favorable performance in this arena.

Motorola uses an integrated approach to project management to deliver projects on time and on schedule. Our proven system integration skills have been employed successfully on over 1,100 mission-critical implementations of wireless communications systems, including 33 statewide system deployments.

A Phased Approach to Implementation

Motorola will provide the City of Hollywood with an implementation approach to accommodate both the existing and proposed systems during the parallel and transitional periods of installation and implementation that includes the following phases:

- Project Initiation and Kickoff
- Design Review
- Site Development
- Order Processing, Manufacturing, Staging, and Factory Testing
- Infrastructure Installations
- Systems Integration and Optimization
- Coverage and functional Acceptance Testing
- Training of technicians and End Users
- Cutover / Migration Plan
- Project Finalization
- System Warranty Support

Proposal Design Review

Motorola will complete a design review for the finale system proposal. The design review encompasses the design completion of the major subsystems, such as finalization of the site requirements, coverage design, and FCC licensing tasks. Also during this review, we will finalize a detailed cutover plan to transition to the new



communications system.

Site Development Review

Motorola will perform an initial evaluation of the proposed sites to meet the City design requirements. The detailed scope of work for each site type outlined in this document provides an overview of site deliverables and describes the actual work involved in site work and antenna installation and responsibilities for both Motorola and the City during the project implementation.

Motorola conducted site walks on November 12th for the following and will submit to the City these requirements in the proposal:

- Heat load calculations
- Electrical load calculations
- Tower drawings
- Equipment enclosure drawings
- Site layout
- Antenna placement drawing
- Grounding layout

Note: One day pre-sale site walks were conducted on November 12th for both scenarios.

RF Coverage Analysis and Verification

A coverage test prediction tool will be used to establish locations of RF equipment. Coverage maps will be run to verify City requested coverage.

Implementation/Migration

A detailed implementation plan and migration plan will be created for the final proposal to document how and when the system will be installed and commissioned. The implementation plan will describe how and when the site/equipment installations will occur. The migration plan will describe how and when the new system will be put into service and how and when the users will be migrated onto the system.

Currently Motorola is reviewing two scenarios: 1. City of Hollywood coverage and 2. CIRC site as an ASR for Broward County. Once the coverage is final, Motorola will produce a final equipment list for each scenario.



Pricing:

The price for this proposal study will go towards the final price of a contract awarded to Motorola and negotiated between Motorola and the City of Hollywood.

Completed Site Walks (4 Locations)	\$ 5,375.00
Project Management and Engineering to complete coverage maps, design of system, complete the staging, implementation, cutover and testing plans:	\$98,275.00
Total:	\$103,650.00

Payment:

Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.



PROFESSIONAL SERVICES AGREEMENT

Motorola Solutions, Inc. (“Motorola”) and City of Hollywood (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

1.1. “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

1.2. “Contract Price” means the price for the Services and Deliverables, excluding any applicable sales or similar taxes, as set forth in Section 3.1.

1.3. “Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

1.4. “Effective Date” means that date upon which the last party executes this Agreement.

1.5. “Force Majeure” which means an event, circumstance, or act that is beyond a party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

1.6. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, processes, methodologies, tools, techniques, and other intellectual property rights.

1.7. “Services” means those professional services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Statement of Work.

1.8. “Statement of Work” means the Project Implementation Plan design study described above. The Statement of Work describes the Services and Deliverables (if any) that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other.

Section 2 SCOPE OF AGREEMENT; TERM

2.1 Motorola and Customer will perform their respective responsibilities as described in this Agreement. Motorola will provide to Customer the Services and Deliverables (if any). To enable Motorola to perform the Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola’s employees are working on Customer’s premises, and other general assistance. If the Statement of Work contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will



make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

2.2 Motorola will assign qualified employees who have the requisite experience and competencies to perform the Services with reasonable skill and care. Motorola will provide and furnish all material, labor, supervision, tools, apparatus, equipment and incidental expenses for accomplishing the Services with the exception of those items mentioned in this Agreement to be provided by Customer.

2.3 If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from offering or selling the recommended products or other services to Customer. If Customer is a governmental body or agency, it represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

2.4 Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services. If Customer delays Motorola's performance of the Services, modification of the performance schedule or an increase in the Contract Price may occur.

2.5 Unless terminated in accordance with other provisions of this Agreement, the term of this Agreement begins on the Effective Date and continues until completion of the Services.

2.6 During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

2.7 **ASSESSMENT OF SYSTEMS AND OPERATIONS.** If Customer is purchasing Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in this Addendum, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and the data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

2.8 **NETWORK SECURITY.** If Customer is purchasing network security assessment or network monitoring Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

Section 3 CONTRACT PRICE AND PAYMENT

3.1 The Contract Price in U.S. dollars is \$103,650.00

3.2 Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order or amendment to this Agreement.

3.3 Motorola will submit invoices to Customer according to a mutually agreed payment schedule or, if there is no payment schedule, on a monthly basis as the Services are performed. Except for a payment that



is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

3.4 Customer will reimburse Motorola for all documented reasonable travel and other expenses (over and above the normal daily expenses of working and commuting) provided by Motorola in connection with Services furnished under this Agreement.

Section 4 TIME SCHEDULE; FORCE MAJEURE

4.1 All Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a reasonable time period.

4.2 Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

Section 5 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

5.1. CONFIDENTIAL INFORMATION.

5.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. All Deliverables will be deemed to be Motorola's Confidential Information. Each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

5.1.2. The disclosing party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing party hereby grants to the receiving party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful business purpose in the manner and to the extent permitted by this Agreement.

5.2. PRESERVATION OF PROPRIETARY RIGHTS.

Each party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's Proprietary Rights to the other party.

Section 6 WARRANTY

Motorola warrants that the Services will be performed in a professional and workmanlike manner and will conform in all material respects to the Statement of Work. This warranty will be for a period of ninety (90) days following completion of the Services. If Motorola breaches this warranty, Customer's sole and exclusive



remedy is to require Motorola to re-perform the non-conforming Services or to refund, on a pro-rata basis, the fees paid for the non-conforming Services. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

Section 7 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought outside of the statute of limitation defined in Florida.

SECTION 8 DEFAULT AND TERMINATION

8.1 **DEFAULT BY A PARTY.** If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan.

8.2. **FAILURE TO CURE.** If a defaulting party fails to cure the default as provided above in Section 8.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. If Customer is the non-defaulting party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Services performed.

Section 9 DISPUTES

9.1. **SETTLEMENT PREFERRED.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").



9.2. LITIGATION. A party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the party.

Section 10 GENERAL

10.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2. ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party (which will not be unreasonably withheld or delayed), except that Motorola may assign this Agreement to any of its affiliates.

10.3. SUBCONTRACTING. Motorola may subcontract any portion of the Services without the prior written consent of Customer, but subcontracting will not relieve Motorola of its duties under this Agreement.

10.4. WAIVER. Failure or delay by either party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

10.5. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

10.6. INDEPENDENT CONTRACTORS. Each party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other party. Nothing in this Agreement will be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

10.7. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

10.8. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

10.9. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to the subject matter. A facsimile copy or computer image, such as a PDF or tiff image, of a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not amend or modify this Agreement.



10.10. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

10.11. COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement.

10.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

10.13. SURVIVAL OF TERMS. The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 3 (Contract Price and Payment); Section 5 (Confidential Information and Proprietary Rights); Section 7 (Limitation of Liability); Section 8 (Default and Termination); Section 9 (Disputes); and all General provisions in Section 10.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

MOTOROLA SOLUTIONS, INC.

CUSTOMER

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

