

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: 8/28/25

FROM: Damaris Henlon, City Attorney

SUBJECT: Proposed Agreement with Motorola Solutions, Inc. for the Purchase of Various Motorola Equipment including Portable and Mobile Radios with Related Accessories and Service Agreements for an Amount up to \$500,000.00, for the Period from October 1, 2025 to September 30, 2026, Utilizing a State of Washington Cooperative Purchasing Master Agreement No. 00318, In Accordance with Section 38.41(C)(5) of the Procurement Code. (Piggyback)

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Information Technology Department
- 2) Type of Agreement – Piggyback Agreement
- 3) Method of Procurement (RFP, bid, etc.) – RFP/Piggyback

Section 38.41 (C)(5) of the Code of Ordinances allows the Chief Procurement Officer to procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference; utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

- 4) Term of Contract:
 - a) initial – 1/1/11 – 12/31/26
 - b) renewals (if any) – 24 months
 - c) who exercises option to renew – State of Washington
- 5) Contract Amount – up to \$500,000
- 6) Termination Rights –

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.

7) Indemnity/Insurance Requirements –

12. INSURANCE.

12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

15.3. INDEMNIFICATION – Intellectual Property. The Contractor will defend at its expense any suit brought against NASPO, NASPO ValuePoint, Participating State or Purchasing Entity, (“Customer”) to the extent it is based on a third party claim alleging Contractor manufactured equipment or Contractor software (“Contractor Product”) directly infringes a United States patent or copyright (“Intellectual Property Claim”) if Contractor receives reasonably prompt written notice of such claim or suit. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor’s reasonable request and expense, information and assistance necessary for such defense.

If an Intellectual Property Claim occurs, or in Contractor’s opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) modified by a third party other than Contractor
- (c) specified by the Contractor to work with the Product; or
- (d) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (e) it would be reasonably expected to use the Product in combination with such product, system or method.

This Section 15 provides Customer's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Customer has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 14.4.

8) Scope of Services – Radio Equipment, accessories, and services are available from Motorola

9) Other Significant Provisions: Competitively bid by the State of Washington

cc: George R. Keller, Jr. CPPT, City Manager