

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: October 19, 2017

FROM: Alan Fallik
Acting City Attorney

SUBJECT: Proposed Agreement with Motorola Solutions, Inc. for subscriber maintenance, including dispatch service, local repair, onsite response and maintenance of public safety applications, inclusive of the fire alerting and radios.

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 Services
- 2) Type of Agreement – Agreement for Maintenance
- 3) Method of Procurement (RFP, bid, etc.) - **Best Interest.** Pursuant to Section 38.40(C)(8) of the City's Code of Ordinances, the City Commission may, when in the best interests of the City, **by a 5/7ths vote**, waive competitive bidding and competitive proposal requirements for the purchase of, and contracts for, supplies or services.
- 4) Term of Contract
 - a) initial – October 1, 2017 to September 30, 2018
 - b) renewals (if any) - n/a
 - c) who exercises option to renew - n/a
- 5) Contract Amount - In an estimated amount of \$188,000.00.
- 6) Termination rights - In the event a default arises and the defaulting party fails to cure within 30 days the performing party may immediately terminate the Agreement effective upon written notice. Any termination of the Agreement does not relieve either party of obligations previously incurred pursuant to the Agreement, including payments due and owing at time of termination.
- 7) Indemnity/Insurance Requirements – Motorola is required to maintain insurance.
- 8) Scope of Services – Motorola will provide maintenance services for the City's Fire House Alert Control Stations, Computer Aided Software, and subscriber units.
- 9) City's prior experience with Vendor (if any) - Yes

TERM SHEET MOTOROLA SOLUTIONS, INC.

10) Other significant provisions - There is a limitation of liability provision which limits Motorola's liability to direct damages recoverable under law, but not to exceed the price of 12 months of service. Motorola is not liable for commercial loss, inconvenience, loss of use, time, data, good will, revenues, or other special, incidental, indirect or consequential damages. .

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