MOTOROLA SOLUTIONS

SERVICE AGREEMENT

Contract #: USC000003257
Quote #: 1258544

Date: June 8, 2020

Company Name:	City of Fort Lauderdale
Attn.:	City of Fort Lauderdale
Billing Address:	100 N. Andrews Ave., 6th Floor
City, State, Zip:	Fort Lauderdale, FL 33301
Customer Contact:	Troy Bailey
Phone:	954-828-5790

P.O.#: N/A
Customer #: 1011657600
Bill to Tag#: 0001

Contract Start Date: 01-OCT-2020

Contract End Date: 30-SEP-2021
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		$541,269.36
		Sub Total		$541,269.36
		Taxes		$0.00
		Grand Total		$541,269.36

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

SERVICE AGREEMENT FOR P25 RADIO SYSTEM, MICROWAVE, HMS PORT FEE, SUBSCRIBERS, MIP5000 CONSOLE/ COMM SHOP, SU AND MERS TRAILER.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Fort Lauderdale SmartZone System

Contract Start: 10/1/2020

Contract Number: USC000003257

Qty	Infrastructure Equipment Description
36	GTR8000 Repeaters
4	TRAK GPS Units
10	MNI Proteus M Series Microwave Radios
1	Microwave Management Terminal
3	MIP5000 Consoles (PD)
3	MIP5000 Consoles (Utilities)
2	Genwatch Computers (Hardware only)
1	COMMSHOP Management
1	MERS Trailer (Semi-annual PM) to include:
	(1) GTR8000 "6Pack" (P25 system, 6 Channel)
	(3) Auto Tune Combiner #1
	(3) 48Volt Power Supply
	(1) Router
	(1) 16 Port Receiver Multicoupler
	(1) 16 Port Expansion Kit
	(6) Quantar IR (4.1 IR System, 6 Channel)

Subscriber Equipment

See attached inventory in contract package for details

Service Agreement - 12457-817

This Service Agreement is entered into by and between Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement, City of Fort Lauderdale ("City" or "Customer").

Section 1 DEFINITIONS

"Agreement" means this Service Agreement and its Attachments, if any, which are attached hereto and incorporated herein by this reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

The Attachments listed below are incorporated into and made a part of this Agreement.

Statements of Work

Section 2 ACCEPTANCE

Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

Section 3 SCOPE OF SERVICES

3.1. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are therefore attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in Section 1.

3.2. Motorola may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Motorola's then-applicable rates for such services.

3.3. If Motorola is providing Services for Equipment: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed.

3.4. Any equipment purchased by Customer from Motorola that is or becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and, subject to Customer's approval or disapproval, will be billed at the applicable rates after the warranty period has expired.

3.5. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement.

3.6. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.7. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

3.8. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in this Agreement, Motorola may: (i) modify the scope of Services related to such Equipment; (ii) remove such Equipment from the Agreement; or (iii) increase the price to Service such Equipment.

3.9. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 4 EXCLUDED SERVICES

4.1. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

4.2. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmissionmedium.

4.3. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc.

4.4. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.

4.5. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

Section 5 RIGHT TO SUBCONTRACT/ASSIGNMENT

Subject to the City's prior approval, which will not be unreasonably withheld, Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement. Any subcontracting will require the prior written approval of the City.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer agrees to provide Motorola. at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola and/or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing that enable Motorola to perform its obligations under this Agreement.

Section 7 CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned twenty-four (24) hours per day, seven (7) days per week and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Motorola will invoice Customer ON THE FIRST DAY OF THE SERVICE PERIOD monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date, in accordance with the Florida Prompt Payment Act FS 218.70. Customer agrees to reimburse Motorola for any applicable property taxes, sales and use taxes, excise taxes, or other applicable taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

Section 11 DEFAULT/TERMINATION

11.1. Termination for Convenience: The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

11.2. Cancellation for Unappropriated Funds: The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

11.3. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of sixty (60) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice. If either party defaults in the performance of any other of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default there under. then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party.

11.4. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

11.5. In the event of termination, all sums owed by Customer to Motorola for services performed through the date of termination will become due and payable immediately upon termination of this Agreement.

Section 12 LIMITATION OF LIABILITY

Notwithstanding any other provision, except for personal injury or death, and as otherwise permitted by law, Motorola's total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this Agreement. IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE

DISCLAIMED BY LAW. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded Customer as a government entity pursuant to Section 768.28, FloridaStatutes.

Section 13 EXCLUSIVE TERMS AND CONDITIONS

13.1. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties.

13.2. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise.

13.3. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both parties.

Section 14 PROPRIETARY INFORMATION; CONFIDENTIALITY; PUBLIC RECORDS

14.1. Except as otherwise provided by the Florida public records laws, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement and marked "Confidential" will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission, except as required by the Florida Public Records Law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

14.2 Motorola acknowledges that Customer is subject to the Florida Public Records Law. Absent an applicable exemption, all records made or received by Customer in connection with this Agreement are public records open for inspection and copying at any reasonable time. If Customer receives a request for inspection or copying of written materials received from Motorola in connection with this Agreement, Customer will endeavor to provide prompt written notice to Motorola prior to granting any such request, except that such procedure shall not serve as an automatic delay of the City's provision of records in response to a public recordsrequest.

14.3. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 16 OWNERSHIP OF INTELLECTUAL PROPERTY

This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Services performed under this Agreement.

Section 17 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement, and not purchased or owned by Customer, will be and remain the sole

property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, ordinary wear and tear excepted, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any reasonable time.

Section 18 GENERAL TERMS

18.1. If any court of competent jurisdiction renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Florida. Venue for any lawsuit by one party against the other or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, and in the event of federal jurisdiction, in the Southern District of Florida.

18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages or acts of God that are beyond that party's reasonable control.

18.5. Subject to the City's prior approval, which will not be unreasonably withheld, Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

18.6 The City of Fort Lauderdale does not wish to enter into an auto-renewal agreement. Therefore, this Agreement shall terminate on September 30, 2021. The City may cancel this service agreement upon providing 30 days written notice to Motorola. The cancelation will take place on the first of the following month.

18.7 INSURANCE

(a) As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Motorola, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Motorola. Motorola shall provide the City a certificate of insurance evidencing such coverage. Motorola's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Motorola shall not be interpreted as limiting Motorola's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

(b) The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by Motorola for assessing the extent or determining appropriate types and limits of coverage to protect Motorola against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Motorola under this Agreement.

(c) The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered

as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Motorola. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Motorola does not own vehicles, Motorola shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Motorola waives, and Motorola shall ensure that Motorola's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Motorola must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

(d) Insurance Certificate Requirements

- Motorola shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- Motorola shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Motorola to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- In the event the Agreement term goes beyond the expiration date of the insurance policy, Motorola shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- The City shall be granted a Waiver of Subrogation on Motorola's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

(e) Motorola has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such

deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Motorola's expense.

(f) If Motorola's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Motorola may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

(g) Motorola's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

(h) Any exclusion or provision in any insurance policy maintained by Motorola that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

(i) All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

(j) Motorola shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Motorola's insurance company or companies and the City's Risk Management office, as soon as practical.

(k) It is Motorola's responsibility to ensure that any and all of Motorola's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Motorola.

18.8 General Indemnity by Motorola. Motorola will defend at Motorola's expense, indemnify and hold Customer, and Customer's officers and employees, harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property, including any award of attorney's fees and any award of costs, which may accrue against Customer, or against Customer's officers and employees, or any of them, to the extent it is caused by the negligence of Motorola, any of Motorola's subcontractors, or Motorola's subcontractors' employees or agents, or any of them, while performing their duties under this Agreement, if Customer gives Motorola reasonably prompt, written notice of any claim or suit after it has knowledge of same. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

18.9 Motorola shall ensure that all of Motorola's subcontractors perform in accordance with the terms and conditions of this Agreement. Motorola shall be fully responsible for all of Motorola's subcontractors' performance, and liable for any of Motorola's subcontractors' non-performance and all of Motorola's subcontractors' acts and omissions. Motorola shall defend at Motorola's expense, counsel being subject to Customer's approval, which will not be unreasonably withheld, and indemnify and hold the Customer and the Customer's officers, and employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Motorola's subcontractors for payment for work performed for Customer by Any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Motorola's subcontractors or by any of Motorola's subcontractors' officers, agents, or employees. Motorola's use of subcontractors in connection with this Agreement shall be subject to the Customer's prior written approval, which approval the Customer may revoke at any time.

18.10 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Notwithstanding anything contained in this Agreement to the contrary, Motorola shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Motorola shall not be required to create or maintain any records not created or maintained in the ordinary course of its business, nor shall Motorola be obligated to provide City with access to its cost and pricing data.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Motorola shall not be required to create any records not created in the ordinary course of its business; nor shall Motorola be obligated to provide City with its confidential and proprietary cost or pricing data, which is not furnished or provided to customers.

The records retention period as prescribed under Florida Statutes and the Florida Division of Library Services shall be deemed controlling as it relates to the ultimate destruction of all public records created under this agreement.

Section 19 SCRUTINIZED COMPANIES

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

END OF SECTION

The Parties hereby enter into this Agreement as of the date signed by the City Manager as of this date: November 2, 2020.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

_____
Signature
Fabian Lanes
Print Name

_____
Signature
Don Leothke
Print Name

MOTOROLA SOLUTIONS, INC.

By: _____
Matt Brenneman
Regional Service Manager

(CORPORATE SEAL)

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2nd day of November, 2020, by **Matt Brenneman as Regional Service Manager for Motorola Solutions, Inc.**, a Delaware corporation authorized to transact business in the State of Florida.

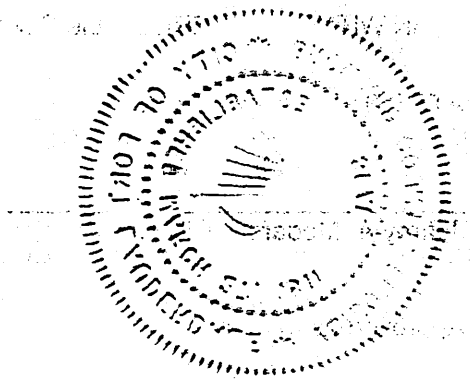
(SEAL)

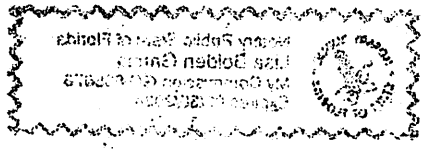
Notary Public State of Florida
Lisa Bolden Garcia
My Commission GG 966678
Expires 03/30/2024

_____
Notary Public, State of Florida
(Signature of Notary Public)

Lisa Bolden Garcia
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ____OR Produced Identification ✓
Type of Identification Produced Driver's License





1 G
12/4/2020

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 12/1/20

DOCUMENT TITLE: Motorola Solutions Service Agreement

COMM. MTG. DATE: 11/5/20 **CAM #:** 20-0787 **ITEM #:** CP-5 **CAM attached:** ☒YES ☐NO

Routing Origin: II **Router Name/Ext:** Glynis x5091 **Action Summary attached:** ☐YES ☒NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐N

Date to CCO: 12/1/20 RMH (Attorney's Name) _____ (Initials)

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2) City Clerk's Office: # of originals: 1 **Routed to:** _____ **Date:** 12/1/2020

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3) City Manager's Office: CMO LOG #: Dec 4 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ CHRIS LAGERBLOOM as CRA Executive Director ☐
TARLESHA SMITH ☐ GREG CHAVARRIA ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **T. Smith** _____ (Initial/Date) PER ACM: **G. Chavarria** _____ (Initial/Date)

☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☑ CCO **Date:** 12-3-20

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4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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5) City Clerk: Forward _____ originals to CAO for **FINAL APPROVAL** **Date:** _____

6) CAO forwards ____ originals to **CCO**

7) City Clerk: Scan original and forwards ____ originals to: Claudette Rose x5141 **(Name/Dept/Ext)** TH 20-1218

Attach __ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO/Dept.**