



AGREEMENT SUMMARY

1. Other Contracting Party:
MOTOROLA SOLUTIONS, INC

2. Proposed Action:
New Contract, Amendment, Number 2, Renewal, Extension

3. Document Type (select one):
CONSULTING OR PROFESSIONAL SERVICES CONTRACT

4. Purpose/Description:
AMENDS CONTRACT TO PERMIT BROWARD COUNTY TO PURCHASE SUBSCRIBER EQUIPMENT AND ASSOCIATED MAINTENANCE SERVICES UNDER THE AGREEMENT.

5. Special Provisions (select if applicable):
Living Wage Program, Workforce Investment Pilot Program, Federal DBE/ACDBE program, CBE Program, SBE Sheltered Market Program, M/WBE Program, In-Kind Match Required, Cash Match Required

6.a. Effective Dates (for new agreements only):
Start, End
6.b. Effective Dates (amendments only):
No Change, End date has changed, Term has

7. Contract Administrator:
Name: TRACY JACKSON, Phone: 954-831-3908
8. Contract Type:
Cost reimbursement, Firm fixed price, Performance-based, Open-end, Time and materials, Other Fixed for initial implementation and fixed with escalator for Support and Maintenance and Optional Services

9.a. Contract Value (new contracts) table with columns for Actual/Estimated and rows for Base amount, Reimbursables, Optional Services, Total contract value. 9.b. Contract Value (amendments only) table with columns for No change/Actual/Estimated and rows for Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value.

10. Payment Method: Lump Sum Payment, Milestone or Progress-Based, Scheduled or Time-Based, Other
11. Payment Terms: Implementation: payment only upon written confirmation of achievement of Milestone; Support and Maintenance Services: payment quarterly in arrears

12. Cost Adjustment: Not Applicable, CPI or other Index, Fixed Percentage, Fixed Amount, Actual Cost, Other

13. Equity Program Participation Summary
a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: 15%
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: 15.37%
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: Not Applicable

<p><b>14. Renewal or Extension Terms:</b></p> <p>4.2 Extensions. County shall have the option to renew this Agreement for two (2) additional five-year terms (each an “Extension Term”) by sending notice thereof to Provider at least thirty (30) days prior to the expiration of the then-current term.</p>	<p><b>15. Termination and Cancellation Provisions</b></p> <p>For Cause: 13.2 This Agreement may be terminated for cause based on any breach that is not cured within ten (10) days after written notice from the aggrieved party identifying the breach.</p> <p>For Convenience: 13.2 This Agreement may also be terminated for convenience by the Board upon providing written notice to Provider of the termination date, which shall be not less than thirty (30) days after the date such written notice is provided.</p>
<p><b>16. Deliverables, milestones or scope of this action:</b></p>	<ol style="list-style-type: none"> <li>1. Contract/Project Kickoff.</li> <li>2. Design Review.</li> <li>3. Order Processing/Manufacturing.</li> <li>4. Fleet Mapping.</li> <li>5. Staging and Shipment.</li> <li>6. System Installation.</li> <li>7. Optimization.</li> <li>8. Training.</li> <li>9. Cutover.</li> <li>10. Preliminary Acceptance Testing.</li> <li>11. Final Acceptance.</li> </ol>
<p><b>17. List terms, considerations or deviations from standard county form.</b></p>	<ol style="list-style-type: none"> <li>1. Purchasing Director is authorized to execute Work Authorizations for Optional Services up to total amount of Optional Services Not-to-Exceed Amounts (which is in excess of normal procurement limits).</li> <li>2. County contractually committed to issue a Purchase Order in the full amount of implementation plus first 10 years of support and maintenance. The issuance of the purchase order does not affect invoicing terms or termination terms, all of which are standard.</li> <li>3. Liquidated damages are capped at 10% of the P25 system total.</li> <li>4. CBE goal is stated at OESBD amount (15%) “or as otherwise approved by OESBD,” to allow modification of the CBE goal without a contract amendment if the modification is approved by OESBD.</li> </ol>