

RESOLUTION NO. 2023- 3230

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF HANDHELD RADIOS FROM MOTOROLA SOLUTIONS, INC. FOR THE TOWN'S POLICE DEPARTMENT; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") Police Department is in need of secure, interoperable, and reliable radio communications equipment for the Town's Parking Enforcement Officers; and

WHEREAS, pursuant to Resolution No. R-682-22, Miami-Dade County entered into Contract No. D-10253 (the "County Contract") for the purchase of certain equipment from Motorola Solutions, Inc. ("Motorola"), including the purchase of APX NEXT Single Band Model 4.5 Radios (the "Handheld Radios"), and

WHEREAS, Motorola has agreed to extend the pricing, terms, and conditions of the County Contract to the Town for the Handheld Radios; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances (the "Town Code") provides that purchases made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies are exempt from the competitive bidding procedures of the Town Code (the "Code"); and

WHEREAS, the Town Commission desires to enter into an agreement with Motorola, in substantially the form attached hereto as Exhibit "A," for the purchase of nine (9) Handheld Radios in the amount of \$81,230.00, consistent with the quote attached hereto as Exhibit "B" and the terms, conditions and pricing of the County Contract; and

WHEREAS, the Town Commission finds that the purchase of the Handheld Radios under the County Contract is exempt from competitive bidding pursuant to Section 3-13(3) of the Code; and.

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement for Purchase of Handheld Radios and Services. The Town Commission hereby approves the Agreement with Motorola for the purchase of the Handheld Radios.

Section 3. Authorization to Execute Agreement. The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," with Motorola on behalf of the Town in an amount not to exceed \$81,230.00, consistent with the quote attached hereto as Exhibit "B" and the terms, conditions, and pricing of the County Contract.

Section 4. Exemption from Competitive Bidding. Pursuant to Section 3-13(3) of the Town's Code, the Town Commission finds that the purchase of the Handheld Radios and the Services is exempt from competitive bidding.

Section 5. Implementation. The Town Manager and Town Officials are hereby authorized to take any and all actions which are necessary to implement the purchase of the Handheld Radios and the purposes of this Resolution

Section 6. Effective Date. This Resolution shall become effective immediately

upon adoption.

PASSED AND ADOPTED this 14th day of November, 2023.

Motion By: Commissioner Landsman

Second By: Vice Mayor Rose

FINAL VOTE ON ADOPTION:


Commissioner Fred Landsman	<u>Yes</u>
Commissioner Marianne Meisheid	<u>Absent</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Vice Mayor Jeffrey Rose	<u>Yes</u>
Mayor Shlomo Danzinger	<u>Yes</u>

ATTEST:




Sandra McCready, MMC
Town Clerk





Shlomo Danzinger, Mayor

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE
AND
MOTOROLA SOLUTIONS, INC.**

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2023 (the "Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, (the "Town"), and **MOTOROLA SOLUTIONS, INC.**, a Delaware for-profit corporation authorized to do business in Florida (hereinafter, the "Contractor"). Collectively, the Town and the Contractor are referred to as the "Parties."

WHEREAS, the Town is in need of secure, interoperable, and reliable radio communications equipment for the Town's Parking Enforcement Officers; and

WHEREAS, pursuant to Resolution No. R-682-22, Miami-Dade County entered into Contract No. D-10253 (the "County Contract") for the purchase of certain radio equipment and related accessories and services from Motorola Solutions, Inc. ("Contractor"); and

WHEREAS, pursuant to the terms, conditions, and rates of the County Contract, the Town desires to purchase nine APX NEXT Single Band Model 4.5 Radios (the "Handheld Radios") in the amount of 81,230.00; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the County Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 3-13(3) of the Town Code of Ordinances provides that purchases made under state service administration contracts, federal, county or other governmental contracts, competitive bids with other governmental agencies or through cooperative purchasing are exempt from competitive bidding; and

WHEREAS, pursuant to Section 3-13(3) of the Town Code, the Town desires to engage the Contractor to implement the Project and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the County Contract are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the County Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Agreement;
 - B. Second Priority: E-Verify Affidavit;
 - C. Third Priority: Exhibit A – County Contract.
 - D. Fourth Priority: Exhibit B – Motorola Solutions, Inc. Quote
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the County Contract unless otherwise provided in this Agreement. All references to Miami-Dade County shall be replaced with the Town of Surfside where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation.** Compensation to the Contractor for the purchase of the Handheld Radios shall be in an amount not to exceed \$81,230.00, in accordance with the rates of the County Contract attached hereto as Exhibit "A" and the Motorola Quote attached hereto as Exhibit "B."
6. **Ownership and Access to Records and Audits.**

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Sandra McCreedy, MMC
Mailing address: 9293 Harding Avenue
Surfside, FL 33154
Telephone number: 305-861-4863
Email: smccreedy@townofsurfsidefl.gov

7. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted

by hand- delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

8. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E- Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: [https://www.e-verify.gov/faq/how-do- i-provide-proof-of-my-participationenrollment-in-e-verify](https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify). By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.
Signature pages follow.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

MOTOROLA SOLUTIONS, INC.

By: _____
Hector Gomez
Town Manager

By: _____

Name: _____

Attest:

Title: _____

Entity: _____

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Town Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT "A"

Miami-Dade County
Contract No. D-10253

A copy of the County Contract No. D-10253 is on file with the Town Clerk of Surfside.

EXHIBIT "B"

MOTOROLA SOLUTIONS, INC. QUOTE

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town of Surfside requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____
Personally known to me; or
- _____
Produced identification (Type of Identification: _____)
- _____
Did take an oath; or
- _____
Did not take an oath

Billing Address:
 SURFSIDE, CITY OF
 9293 HARDING AVE
 SURFSIDE, FL 33154
 US

Shipping Address:
 SURFSIDE, CITY OF
 9293 HARDING AVE
 SURFSIDE, FL 33154
 US

Quote Date:10/19/2023
 Expiration Date:12/18/2023
 Quote Created By:
 Denise Contreras
 dcontreras@emciwireless.com

End Customer:
 SURFSIDE, TOWN OF
 Antonio Marciante
 Amarciante@townofsurfsidefl.gov
 954-945-6039

Contract: 37223 - MIAMI DADE COUNTY,
 FL

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1	H45TGT9PW8AN	APX NEXT SINGLE BAND MODEL 4.5 PORTABLE*	9		\$10,443.96	\$6,133.56	\$55,202.04
2	SSV01P01406A	SMARTCONNECT PROMO+	9	1 YEAR	\$75.00	\$75.00	\$675.00
3	SSV01P01476A	SMARTLOCATE PROMO+	9	1 YEAR	\$75.00	\$75.00	\$675.00
4	SSV01P01902A	SMARTMAPPING PROMO+	9	1 YEAR	\$75.00	\$75.00	\$675.00
5	SSV01P01685B	ELIGIBLE FOR PROMO - CC AWARE STARTER+	9	1 YEAR	\$0.00	\$0.00	\$0.00
6	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	9	2 YEARS	\$300.72	\$300.72	\$2,706.48
7	PSV01S02944A	PROVISIONING SUPPORT*	1		\$0.00	\$0.00	\$0.00
8	SSV01P01407B	SMARTPROGRAMMING PROMO+	9	1 YEAR	\$75.00	\$75.00	\$675.00
9	LSV01P03092A	RADIOCENTRAL PROGRAMMING PROMO	9	1 YEAR	\$32.04	\$32.04	\$288.36
10	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	9		\$248.05	\$148.83	\$1,339.47
11	SSV01S01407A	SMARTPROGRAMMING	9	1 YEAR	\$75.00	\$75.00	\$675.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
12	SSV01S01406A	SMARTCONNECT	9	1 YEAR	\$75.00	\$75.00	\$675.00
13	SSV01S01476A	SMARTLOCATE	9	1 YEAR	\$75.00	\$75.00	\$675.00
14	SSV01S01907A	SMARTMAPPING	9	1 YEAR	\$75.00	\$75.00	\$675.00
15	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	9		\$169.56	\$101.74	\$915.66
16	PMMN4158A	WIRELESS BT REMOTE SPEAKER MICROPHONE, WM800 WIRELESS RSM WITH BATTERY	36		\$563.00	\$337.80	\$12,160.80
17	PMNN4846A	BATTERY PACK,BATT LIION UL DIV2 IP68 2150T	36		\$79.00	\$47.40	\$1,706.40
18	PMPN4653A	CHGR DESKTOP DUAL UNIT EXT PS NA	36		\$73.00	\$43.80	\$1,576.80
19	Incentive	Expiration Date: 12/31/2023	1		-\$66.01	-\$66.01	-\$66.01
Subtotal							\$131,888.97
Total Discount Amount							\$50,658.97
Grand Total							\$81,230.00(USD)

Notes:

- Additional information is required for one or more items on the quote for an order.
- + Promotional pricing for 1 year Application Service trial.



Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

