

RESOLUTION NO. 2025-17

A RESOLUTION OF THE VILLAGE COUNCIL OF MIAMI SHORES VILLAGE FLORIDA; APPROVING A “PIGGYBACK” AGREEMENT WITH MOTOROLA SOLUTIONS, INC. FOR FIFTY APX NEXT SINGLE-BAND POLICE RADIOS AND RELATED EQUIPMENT, UTILIZING THE TERMS AND CONDITIONS OF THE SOURCEWELL CONTRACT RFP#042021-MOT (“RFP”); APPROVING BUDGET AMENDMENT NO. 1 TO THE FISCAL YEAR 2024-2025 CAPITAL BUDGET; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PIGGYBACK AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, reliable, real-time communication is essential to ensure our police officers are equipped with secure, and interoperable communication tools necessary for modern law enforcement; and

WHEREAS, Miami Shores Village (the “Village”) Police Department’s current radio equipment is outdated, increasingly unreliable, and lacks the technological advancements necessary to meet today’s public safety communication demands; and

WHEREAS, the acquisition of new radios is critical to maintaining the safety, efficiency, and effectiveness of our police officers in the field; and

WHEREAS, the purchase of Motorola APX Next single-band portable radios (the “Radios”) are fully compatible with our existing communication infrastructure; and

WHEREAS, the Village identifies contracts competitively solicited and awarded by other governmental agencies as a favorable procurement method; and

WHEREAS, Section 5 of Resolution No. 1124-07 allows for the use of other governmental entities' contracts upon a determination that the supplies, materials, equipment or contractual services needed by the Village were purchased using solicitation procedures which are substantially equivalent to the Village's Purchasing Guidelines; and

WHEREAS, Sourcewell, a service cooperative created to leverage the buying power of local government agencies, issued Request for Proposals *RFP#042021-MOT* (“RFP”) and awarded the RFP to Motorola Solutions, Inc. (“Motorola”); and

WHEREAS, the Village is seeking the same equipment and pricing set forth in RFP# 042021-MOT and believes it is in the best interests of the Village to purchase the Radios utilizing the Sourcewell contract, which was competitively bid and negotiated for the same equipment and pricing with Motorola Solutions, Inc.; and

WHEREAS, the Village Manager and the Chief of Police recommend that the Village Council approve the "Piggyback" Agreement with Motorola Solutions, Inc.; modeling the Sourcewell Agreement (RFP#042021-MOT), attached as Exhibit "A" (the "Piggyback Agreement") in an amount not to exceed \$509,065.21, and

WHEREAS, Miami Shores Village (the "Village") has adopted an annual budget for FY 2021, FY 2022, FY 2023 and FY 2024, approving funding appropriations totaling \$238,000 designated toward the purchase of the Radios in the Capital Budget each year; and

WHEREAS, these funds have been allocated to the Capital Fund Balance designated toward the purchase cost of the Radios; and

WHEREAS, FY 24-25 Budget Amendment NO. 1 will transfer these dollars in the amount of \$238,000 from the Capital Fund Balance account 301_282-000 to the Police Capital Expense account 301-21-0900-00-521_64-000 toward the purchase of the Radios; and

WHEREAS, the Mayor and Village Council believe it is in the best interests of the Village to authorize the Village Manager or designee to enter into the Piggyback Agreement for the purchase of the Radios, in an amount not to exceed \$509,065.21; and amend FY 24-25 Budget to complete the purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF MIAMI SHORES VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

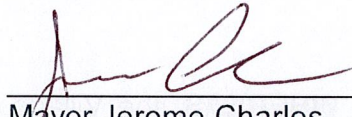
Section 2. Authorization to Execute Agreement. The Village Council hereby authorizes the Village Manager to negotiate and execute the Piggyback Agreement in substantially the form attached hereto as Exhibit "A" and any subsequent amendments,

extensions, renewals, or related documents necessary to implement the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Budget Amendment #1. This Resolution creates Budget Amendment No. 1 to the FY 2024-2025 Operating Budgets increasing the Capital Fund Budget by \$238,000 to adjust the expenditure line item 301-21-0900-00-521_64-000.

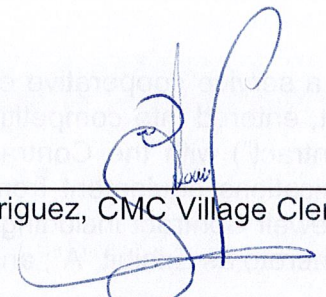
Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17 day of June, 2025.



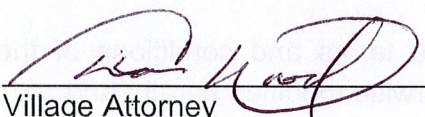
Mayor Jerome Charles

ATTEST:



Ysabely Rodriguez, CMC Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

EXHIBIT A
MIAMI SHORES VILLAGE AGREEMENT
WITH
MOTOROLA SOLUTIONS INC.
(Piggyback Competitive Award)

This Agreement is made this 17 day of June, 2025 (the "Effective Date") between the **Miami Shores Village**, a political subdivision of the State of Florida, having its principal office at 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138 (the "Village" or "Customer"), and Motorola Solutions, Inc. (the "Contractor" or "Motorola Solutions").

WITNESSETH

WHEREAS, the Village desires to purchase certain Public Safety Equipment, Products and Services (the "Equipment") to facilitate the provision of the Village Police Department's day-to-day operations; and

WHEREAS, on July 4, 2021, Sourcewell, a service cooperative established by the Minnesota legislature as a governmental unit, entered into competitively awarded Contract No. 042021-MOT (the "Sourcewell Contract") with the Contractor, allowing Participating Entities to purchase radio communications equipment from Motorola in accordance with the terms set forth in the Sourcewell Contract including the Motorola Solutions Customer Agreement (MCA), attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Article 6.B of the Contract, Motorola and the Village now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Equipment, Products and Services offered by Motorola to the Village; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and the Sourcewell Contract, except as otherwise modified herein; and

WHEREAS, the Village Procurement Resolution authorizes the Village to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Incorporation of Contract. The terms and conditions of the Sourcewell Contract (Exhibit A hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Sourcewell Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

The following additional provisions are included:

- A. TERMS. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Sourcewell Contract unless otherwise provided in this Agreement. All references to Sourcewell shall be replaced with Miami Shores Village where applicable.
- B. COMPENSATION. Compensation for the Equipment provided by the Contractor shall be in an amount not to exceed \$509,065.21, in accordance with the Sourcewell Contract attached hereto as Exhibit "A" and the Contractor's Quote attached hereto as Exhibit "B."
- C. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.
- D. PUBLIC RECORDS.
 - 1. Contractor shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:
 - 2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
 - 3. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

IF THE CONTRATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CUSTODIAN OF PUBLIC RECORDS
YSABELY RODRIGUEZ
10050 NE 2nd Avenue
Miami Shores, FL 33138
305-762-4870**

Refusal of the Contractor to comply with the provisions of this Section shall be grounds for immediate termination for cause by the Village of this Agreement.

E. INSURANCE

Contractor shall carry Professional Liability Insurance which shall provide coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt Contractor shall also submit a written

statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

Commercial General Liability Insurance in an amount of \$1,000,000 per occurrence, \$2,000,000 per aggregate for bodily injury and property damage. Miami Shores Village must be included as an additional insured with respect to this coverage. The mailing address of Miami Shores Village Hall, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, as the certificate holder, must appear on the certificate of insurance.

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount of \$2,000,000 per accident combined single limit. Miami Shores Village must be included as an additional insured with respect to this coverage. The mailing address of Miami Shores Village Hall, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138, as the certificate holder, must appear on the certificate of insurance. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida.

F. SCRUTINIZED COMPANIES

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions, then they shall become inoperative.
5. Notwithstanding the above, Motorola does have business operations in Sudan and Syria in the form of support for various United Nations missions. This support is only provided after approval from the US Government in the form of an export license from the US Department of Commerce.

G. NONCOERCIVE CONDUCT AFFIDAVIT.

Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

H. PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

If this contract contemplates the Village giving access to an individual's personal identifying information, then the following applies:

1. Pursuant to Section 287.138, Florida Statutes, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria of Section 287.1838, Florida Statutes. By entering into this Agreement, the Contractor acknowledges that it has read Section 287.138, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

I. NOTICE. Notice hereunder shall be provided in writing by certified mail,

return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies as provided below:

For Village: Esmond K. Scott, Village Manager
10050 N.E. 2nd Avenue Miami Shores, FL 33138
Telephone No. (305) 762-4851
Email: ScottE@msvfl.gov

Copy to: Village Attorney
Chanae L. Wood
200 East Broward Blvd.
Fort Lauderdale FL, 33301
Email: cwood@wsh-law.com

For Contractor:

Attn:

J. AMENDING SECTION 9.3 OF THE SOURCEWELL CONTRACT.

9.3 Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services after the time period permitted by applicable Florida law governing the statute of limitations for such claims more than one (1) year after the date of accrual of the cause of action.

K. AMENDING SECTION 10.1 OF THE SOURCEWELL CONTRACT.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party (—Discloser) by submitting a written document to receiving party (—Recipient) within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Notwithstanding the foregoing, any information received by the Recipient may be subject to disclosure in accordance with Chapter 119, Florida Statutes, and nothing in this Agreement shall be construed to exempt any record from public disclosure unless expressly authorized by Florida law.

Section 3. Severability. This Agreement sets forth the entire agreement between Contractor and the Village with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 4. Waiver of Jury Trial. The Village and Contractor knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in state and or federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Agreement or arising out of, under, or in connection with the services performed hereunder, or any course of conduct, course of dealing, statements or actions or inactions of any party hereto.

[SIGNATURE PAGE BELOW]

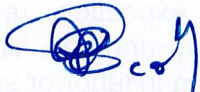
IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

VILLAGE:

CONTRACTOR:

MIAMI SHORES VILLAGE

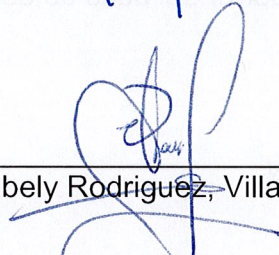
MOTOROLA SOLUTIONS, INC.



Esmond K. Scott, Village Manager

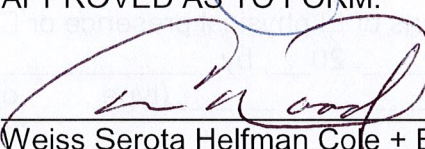
Date: 6/17/25

Date: _____

Attest: 

Ysabely Rodriguez, Village Clerk

APPROVED AS TO FORM:



Weiss Serota Helfman Cole + Bierman, P.L.
Village Attorney

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with the Village is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and the Village, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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).

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

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the Village may not knowingly enter into a contract with an entity which would

give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Village which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed 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

