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Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

This Alternate Contract Source No. 43190000-22-NASPO-ACS, Public Safety Communications Products, Services, and Solutions (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Motorola Solutions, Inc. (Contractor), located at 500 W Monroe Street Suite 4400, Chicago, IL 6661-3781 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract.

WHEREAS, the State of Washington, competitively procured public safety communication products, services, and solutions and executed Master Agreement 00318, (Master Agreement), with the Contractor;

WHEREAS, the Secretary of Management Services has evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective January 1, 2022, and its term currently ends on December 31, 2026. The Master Agreement has two years of renewals available. The Contract will become effective on the date signed by all Parties. The Contract will expire on December 31, 2026, unless terminated earlier or renewed in accordance with Exhibit A or Exhibit B, Special Contract Conditions, as applicable.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, and this Contract document constitute the Participating Addendum to the Master Agreement and modify or supplement the terms and conditions of the Master Agreement. All exhibits listed below are incorporated by reference

into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. The lack of a comparable Florida law does not limit the effectiveness of any provision in the Master Agreement except to the extent the provision conflicts with this Contract.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Andrew Chyterbok
Motorola Solutions, Inc.
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Tel: (360) 409-3223
andrew.chyterbok@motorolasolutions.com

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5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:
8A86CDB3BAA41E0...

Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

3/8/2022

Date: