

RESOLUTION NO. R2023-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURNET, TEXAS, AUTHORIZING A SHARED AGENCY AGREEMENT, TOGETHER WITH THE PURCHASE AND LICENSE AGREEMENT WITH MOTOROLA SOLUTIONS FOR SOFTWARE AND HARDWARE FOR POLICE, FIRE AND EMERGENCY MEDICAL SERVICES DISPATCH

Whereas, the City is in the process of changing Police, Fire and Emergency Medical Services (collectively "*emergency services*") dispatch service providers from Burnet County to the City of Marble Falls; and

Whereas, in order to make the transition, it is necessary to upgrade and modify emergency services communication equipment hardware and software to comport with that used by the City of Marble Falls; and

Whereas, the Agreement with Motorola Solutions, that is the subject of this resolution, will provide the necessary upgrades and modifications.

NOW THEREFORE BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF BURNET, TEXAS, THAT:

Section one. Amendment Approved. The agreement entitled Motorola Solutions Quote-2312884, attachment hereto and incorporated by reference herein for all purposes is hereby approved.

Section two. Authorization. The city manager is hereby authorized to execute an instrument in substantial form as the attachment hereto and take such further action as may be reasonably necessary to facilitate the purpose of this resolution.

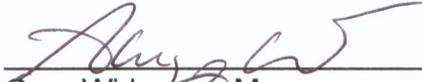
Section three. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

Section four. Effective Date. That this resolution shall take effect immediately upon its passage, and approval as prescribed by law.

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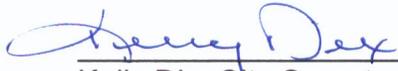
PASSED AND APPROVED this the 14th day of November 2023.

CITY OF BURNET, TEXAS



Gary Wideman, Mayor

ATTEST:



Kelly Dix, City Secretary



Billing Address:
 BURNET POLICE
 DEPARTMENT
 105 S RHOMBERG ST
 BURNET, TX 78611
 US

Shipping Address:
 BURNET POLICE
 DEPARTMENT
 105 S RHOMBERG ST
 BURNET, TX 78611
 US

Quote Date:09/02/2023
 Expiration Date:09/01/2024
 Quote Created By:
 Billy Duncan
 Billy.Duncan@
 motorolasolutions.com

End Customer:
 BURNET POLICE DEPARTMENT
 Brian Lee
 blee@cityofburnet.com
 512-756-6404

Payment Terms:30 NET

Line #	Item Number	APC	Description	Qty	Term
	Flex				
1	DS000000122-SP	0467	ZEBRA ZD421 PRINTER	1	
2	SSV00S00063A-SP	0385	LAW RECORDS SOFTWARE	1	
3	SSV00S00105A-SP	9974	BRAZOS XML INTERFACE SOFTWARE	1	
4	SSV00S00356A-SP	0498	MOBILE VOICELESS CAD SOFTWARE	1	
5	DSAXY02347-004	0468	AXIS M5075-G, MINI PTZ DOME CAMERA	1	
6	SSV00S00195A-SP	0385	EVIDENCE MANAGEMENT SOFTWARE	1	
7	SSV00S00011A-SP	0367	STATELINK SOFTWARE	1	
8	DS000000022A-SP	0467	PASSKEY DEVICES HARDWARE	50	
9	DS000000087A-SP	0445	MEMOR 10 POWER SUPPLY DOCK	1	
10	SSV00S00070A-SP	0385	IBR SOFTWARE	1	
11	SSV00S00333A-SP	0498	MOBILE ARREST FORM SOFTWARE	1	
12	ISV00S01856A	0097	FLEX RECORDS DELIVERY SERVICES	1	



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	APC	Description	Qty	Term
13	SSV00S00010A-SP	0498	MOBILE STATE & NATIONAL QUERIES SOFTWARE	1	
14	DS000000088A-SP	0445	MEMOR 10 POWER CORD	1	
15	SSV00S00282A-SP	0385	INSIGHT SOFTWARE	1	
16	SSV00S00336A-SP	0498	MOBILE FIELD REPORT WITH FIELD INTERVIEW SOFTWARE	1	
17	DS000000084A-SP	0445	MEMOR 10 EVIDENCE LABELS	1	
18	DS0000000110A-SP	0445	MEMOR 10/11 3 YR SERVICE CONTRACT	1	
19	DS000000119A-SP	0445	PS-KITTING	1	
20	SSV00S00192A-SP	0385	EVIDENCE BARCODE AND AUDITING SOFTWARE	1	
21	SSV00S00264A-SP	0385	IMAGING SOFTWARE	1	
22	SSV00S00065A-SP	0498	MOBILE RECORDS SOFTWARE	1	
23	DS000000059A-SP	0467	AXIS T91B21 CAMERA STAND	1	
24	SSV00S00056A-SP	0367	HUB SOFTWARE	1	
25	ISV00S01857A	0099	FLEX JAIL DELIVERY SERVICES	1	
26	DS000000085A-SP	0445	MEMOR 10 EVIDENCE THERMAL RIBBON	1	
27	SSV00S00064A-SP	0498	MOBILE AVL AND MAPPING SOFTWARE	1	
28	SSV00S00529A-SP	0385	TRAFFIC INFORMATION SOFTWARE	1	
29	PSV00S01454A	0217	LMS ONBOARDING	1	
30	ISV00S01851A	0030	FLEX CAD DELIVERY SERVICES	1	
31	DS000000078A-SP	0467	MEMOR 10 DATALOGIC	1	
32	SSV00S00042A-SP	0385	ACTIVE DIRECTORY INTEGRATION SOFTWARE	1	
33	DS000000004A-SP	0467	DATALOGIC GRYPHON BARCODE SCANNER HARDWARE	1	
34	DS000000086A-SP	0445	MEMOR 10 SINGLE SLOT CHARGING DOCK	1	



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Line #	Item Number	APC	Description	Qty	Term
35	SSV00S00033A-SP	0196	LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
36	SSV00S00052A-SP	0173	STATELINK MAINTENANCE - STANDARD	1	5 YEAR
37	SSV00S00190A-SP	0196	EVIDENCE BARCODE AND AUDITING MAINTENANCE - STANDARD	1	5 YEAR
38	SSV00S00038A-SP	0336	MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
39	SSV00S00262A-SP	0196	IMAGING MAINTENANCE - STANDARD	1	5 YEAR
40	SSV00S00103A-SP	9972	BRAZOS XML INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
41	SSV00S00193A-SP	0196	EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
42	SSV00S00050A-SP	0196	IBR MAINTENANCE - STANDARD	1	5 YEAR
43	SSV00S00331A-SP	0336	MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
44	SSV00S00015A-SP	0173	HUB MAINTENANCE (ENHANCED) - STANDARD	1	5 YEAR
45	SSV00S00280A-SP	0196	INSIGHT MAINTENANCE - STANDARD	1	5 YEAR
46	SSV00S00352A-SP	0336	MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD	1	5 YEAR
47	SSV00S00036A-SP	0336	MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
48	SSV00S00354A-SP	0336	MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
49	SSV00S00527A-SP	0196	TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR
50	SSV00S00334A-SP	0336	MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
51	SSV00S00029A-SP	0196	ACTIVE DIRECTORY INTEGRATION MAINTENANCE - STANDARD	1	5 YEAR



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

Grand Total

\$267,931.01(USD)

Pricing Summary

	Sale Price	
Upfront Costs for software licensing and implementation fees.	\$191,167.69	\$0.00
Maintenance fees for years 2-5 will be billed to Marble Falls PD.		
Year 2 Subscription Fee	\$19,190.83	\$0.00
Year 3 Subscription Fee	\$19,190.83	\$0.00
Year 4 Subscription Fee	\$19,190.83	\$0.00
Year 5 Subscription Fee	\$19,190.83	\$0.00
Grand Total System Price	\$267,931.01	\$0.00

Notes:

- The Annual Maintenance Fees for Years 2-5 Will be Billed to Marble Falls Police Department.
- Marble Falls Personnel Will Assist in Providing Configuration and Training Services.
- 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.

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.

Term 6 Flex Maintenance Total: \$18,740.15

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Motorola Solutions within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Motorola Solutions. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Motorola Solutions, Inc.

 By: _____
 Name: _____
 Title: _____
 Date: _____

Customer

 By: _____
 Name: _____
 Title: _____
 Date: _____


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

Shared Agency Agreement

This Shared Agency Agreement, together with the Purchase and License Agreement executed by the Host Agency and Exhibit B or one or more executed Sales Quote/Purchase Agreements (collectively, the "License Agreement"), constitute one integrated agreement and is the complete and exclusive statement of Motorola Solutions' obligations and responsibilities with regard to the Flex software licensed hereunder (the "Software"). All capitalized terms used and not otherwise defined herein shall have the definitions given to such terms in the License Agreement.

Section 1: Definitions:

- 1.1 Shared Agency** - A "Shared Agency" is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola Solutions to the Host Agency, as set forth in the License Agreement.
- 1.2 Host Agency** - The "Host Agency" is a current Motorola Solutions licensee and customer that is authorized by Motorola Solutions and has agreed to share its use of the Software installed at its facilities with the Shared Agency.

Section 2: License

- 2.1 Grant of License.** Motorola Solutions grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the License Agreement, as well as the terms and conditions specified in this Shared Agency Agreement. The liability cap set forth in Section 11.5 of the License Agreement, as it applies to Shared Agency, shall be the license fees paid by Shared Agency to Motorola. Shared Agency agrees to comply with all such terms and conditions.
- 2.2 Termination.** This Shared Agency Agreement will terminate automatically if and when the License Agreement terminates for any reason. Motorola Solutions or the Host Agency may immediately terminate this Shared Agency Agreement and license at any time if the Shared Agency breaches the terms of this Shared Agency Agreement or the License Agreement. The Host Agency may terminate this Shared Agency Agreement at any time, with or without cause, upon ninety (90) days prior written notice to Motorola Solutions and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 No Assignment.** The Shared Agency may not assign or transfer this Shared Agency Agreement to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola Solutions, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This Shared Agency Agreement does not entitle Shared Agency to any Motorola Solutions services beyond the license to use the Software.
- 3.2 Warranty.** The Warranty Period for the Software (as defined in Section 11.1 of the License Agreement) is limited to the remaining time, if any, originally granted under the License Agreement.

Accepted and Approved:

Shared Agency: Burnet Police Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

Motorola Solutions, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Host Agency Acknowledgement

The signature below is to acknowledge and agree that each Shared Agency listed below will join the undersigned Host Agency's Flex public safety software system as a Shared Agency, per the terms of the separately signed Shared Agency Agreement between the individual Shared Agency and Motorola Solutions, Inc., which is subject to the Host Agency's Purchase and License Agreement with Motorola.

Marble Falls Police Department

Signature: _____

Print Name: _____

Title: _____

Phone: _____

Date: _____

Shared Agency(ies)

- Burnet Police Department