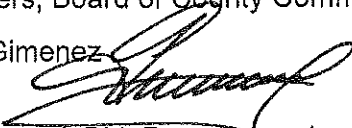


Memorandum



Date: June 4, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Waiving Formal Bid Procedures to Authorize the Execution of a Master Purchase Agreement and Change Order No. 1 with Motorola Solutions Inc. for the Purchase of Maintenance and Support Services of Existing Systems as well as Future Motorola Products and Services

Agenda Item No. 9(A)(3)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this item, which does the following:

- Waives formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code of Miami-Dade County by two-thirds vote, and approve the attached *Contract No. BW9745-3/25 Master Purchase Agreement* with Motorola Solutions, Inc. (Motorola), and
- Approves Change Order No. 1 to *Contract No. RFP317* with Motorola.

This action will approve a waiver of payments from the County to Motorola in excess of \$6.6 million and will provide the County with a long term agreement for the purchase of maintenance and support services of existing systems as well as future products and services as necessary.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial three year term of the Master Purchase Agreement is \$2,650,000. If the County chooses to exercise the three, three-year options to renew, the cumulative value will be \$13,000,000. The proposed allocation is based on negotiated contract rates.

Department	Allocation	Funding Source	Contract Manager
Information Technology	\$2,650,000	Internal Service Funds	Julian Manduley
Total	\$2,650,000		

Existing *Contract No. RFP317* with Motorola was approved by the Board in 2002 through Resolution R-1491-02. This contract was for \$12.8 million and included \$8.9 million for the purchase of the Motorola Premier Computer Aided Dispatch system and Premier Mobile Data Computer and its options as well as \$3.9 million for five years of maintenance and support.

Under the terms of Change Order No. 1 to the existing contract, Motorola will waive in excess of \$1.9 million in payments for milestones that have not been accepted by the County and over \$3.9 million in accrued maintenance and support payments, as well as provide new hardware and training at their expense (\$800,000) for a total waiver of payments from the County to Motorola that amount to more than \$6.6 million. Upon approval of Change Order No. 1 to the existing contract, the County shall however pay Motorola the sum of \$616,715 for outstanding Premier Computer Aided Dispatch system and Premier Mobile Data Computer license fees.

Track Record/Monitor

This contract is administered by the Information Technology Department on behalf of all other County departments. The contract manager for the Information Technology Department is listed in the table above. Beth Goldsmith of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

If this item is approved, the County Mayor or designee will have the authority to exercise, at their discretion, contract modifications, subsequent options-to-renew, and extensions, and to issue work orders, in accordance with the terms and conditions of the contract.

Vendors Recommended for Award

Awardee	Address & Principal	Principal
Motorola Solutions, Inc.	1303 East Algonquin Road Schaumburg, IL 60196	Gregory Brown

Vendors Not Recommended for Award

Not Applicable.

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine Contractor responsibility, including verifying corporate status. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Background

In 2002, the County entered into *Contract No. RFP317* with Motorola for the purchase of the Motorola Premier Computer Aided Dispatch system and Premier Mobile Data Computer. These applications are used by the Fire Rescue and Police departments for emergency response services. The Information Technology Department assists in and coordinates support of the Premier Computer Aided Dispatch system for both departments.

Fire Rescue and Police began using the Premier Computer Aided Dispatch system and Premier Mobile Data Computer in 2005; however, there have been three functions required by Fire Rescue and Police, which Motorola was not able to deliver based on the original contractual requirements:

- 1) ability to dispatch 20 or more units from a single fire dispatch screen;
- 2) temporary Fire/Emergency Management System unit capability; and
- 3) enhanced Digital Access Communication System radio interface, which affords the ability to provide automatic status updates to the Premier Computer Aided Dispatch system via all radio frequencies, instead of manually entering information.

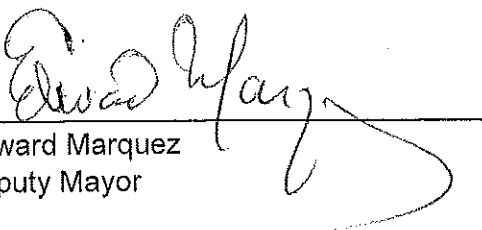
At that time, Motorola guaranteed that with the new system release or upgrade, the original contract requirements not delivered would be addressed; however, Motorola has yet to deliver on these requirements. As a result, Fire Rescue and Police, in coordination with the Information Technology Department, has developed alternatives to address the deficiencies. Consequently, the County has not made final acceptance of the Premier Computer Aided Dispatch system and Premier Mobile Data Computer product, and Motorola has been providing maintenance and support without charge for the system since implementation.

Last year Motorola approached the County with final confirmation that they will not be able to deliver the above three requirements and requested to settle with the County. Staff from the Information Technology Department, Fire Rescue, Police and the County Attorney's Office entered into negotiations with Motorola and a settlement agreement in the form of a change order to *Contract No. RFP317* has been finalized and is being submitted for approval along with this Master Purchase Agreement. Under the terms of the change order, Motorola is waiving in excess of \$1.9 million in payments for milestones that have not been accepted by the County and over \$3.9 million in accrued maintenance and support payments for five years, and will be providing new hardware and training at their expense (\$800,000) for a total waiver of payments from the County to Motorola in excess of \$6.6 million. Additionally, Motorola will license subsequent releases of the Premier Computer Aided Dispatch system until December 2017 to the County at no charge.

Upon approval of Change Order No.1, the County does however need to pay Motorola the sum of \$616,715 for outstanding Premier Computer Aided Dispatch system and Premier Mobile Data Computer license fees. This will constitute final system acceptance, therefore closing out Contract No. RFP317. After this action, the County needs to establish a Master Purchase Agreement with Motorola to reinstate and continue providing maintenance and support for the now accepted Premier Computer Aided Dispatch system and Premier Mobile Data Computer under Change Order No. 1. Maintenance and Support Payments will begin in October 2014, and until then, Motorola will continue to provide maintenance and support at no charge. The new agreement will incorporate mutually agreed upon terms and conditions for the maintenance and support of the Premier Computer Aided Dispatch system and Premier Mobile Data Computer as well as allow the County to purchase future Motorola products and services. The County has invested a substantial amount of both financial and personnel resources into the Motorola systems. Motorola is the intellectual property owner of the Premier Computer Aided Dispatch system and Premier Mobile Data Computer, and is the sole provider of maintenance and support services to ensure continuous system availability.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases.
- The Small Business Enterprise Bid Preference and Local Preference was applied in accordance with the Ordinances.
- The Living Wage Ordinance does not apply.



Edward Marquez
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 4, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 9(A)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(3)
6-4-13

RESOLUTION NO. _____

RESOLUTION WAIVING FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS (2/3) VOTE OF THE BOARD MEMBERS PRESENT AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO CONTRACT NO. 317 AND A MASTER PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS INC. FOR AN INITIAL THREE YEAR TERM WITH THREE THREE-YEAR OPTIONS-TO-RENEW PERIODS IN AN AMOUNT NOT TO EXCEED \$13,000,000.00, FOR PRODUCTS, MAINTENANCE AND SUPPORT SERVICES, AND PROFESSIONAL SERVICES COUNTYWIDE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to waive formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code of Miami-Dade County by a two-thirds (2/3s) vote of the Board members present and authorizes the execution of a Change Order to Contract No. 317 and a Countywide Master Purchase Agreement for Motorola products, maintenance and support services and professional services between Motorola Solutions, Inc. and Miami-Dade County, in an amount not to exceed \$13,000,000.00 over the initial three year term of the contract and the three three-year options-to-renew periods as further defined in the attached memorandum. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions regarding administration of the agreements contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day
of June, 2013. This resolution shall become effective ten (10) days after the date of its adoption
unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this
Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Oren Rosenthal

Motorola Master Purchase Agreement

This Master Purchase Agreement is for Equipment, Products, Services, Maintenance and Support Services ("Agreement") for Public Safety and Public Service Applications, and it is made and entered into by and between Miami-Dade County, a political subdivision of the State of Florida, having its office at 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (Hereinafter referred to as the "County"), and Motorola Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at 1303 E. Algonquin Road, Schaumburg, IL 60196 (hereinafter referred to as "Motorola" or Contractor"). Motorola and the County may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

RECITALS

Whereas, the County wishes to purchase Equipment, Products, Services, and Maintenance and Support Services for Public Safety and Public Service Applications, as needed, and,

Whereas, Motorola has agreed to provide the required Equipment, Products, Services, and Maintenance and Support Services for Public Safety and Public Service Applications as required by the County on the conditions set forth in this Agreement.

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 1.1. "Agreement Price" means the price for the ordered new Products or services, excluding any applicable sales or similar taxes and freight charges, as shown on the County's Purchase Order (PO) and Motorola's Product List and Payment Schedule, as applicable.
- 1.2. "Application Software" or "Licensed Software" or "Software" shall mean the licensed programs that will be used to perform the tasks specified in a Scope of Services. The term includes Product Releases, Standard Releases, and Supplemental Releases.
- 1.3. "CSR" shall mean Motorola County Service Request System.
- 1.4. "Days" shall mean calendar days.
- 1.5. "Deliverables" shall mean the tangible work product submitted by Motorola to the County
- 1.6. "Designated Products" means products provided by Motorola to the County with which or for which the Software and Documentation is licensed for use.
- 1.7. "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.8. "Effective Date" means that date upon which the last Party executes this Agreement.
- 1.9. "Eligible Purchaser" means the County and those other government agencies, bodies, districts, or entities described in Section 3.4 below.
- 1.10. "Equipment" means the equipment listed in the Exhibit B, Product List and Payment Schedule that County purchases from Motorola.
- 1.11. "Final Acceptance" shall mean the successful completion if applicable of the Hardware Functionality, Population of Tables, Module Functionality, Integration, System Reliability

Testing and User Acceptance Testing which demonstrate that all System functions are operational and perform as required by a Scope of Services of this Contract.

- 1.12. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 1.13. "Information Technology Department" or "ITD" shall mean Miami-Dade County's central technology department.
- 1.14. "Infringement Claim" means a third party claim alleging that the Equipment, Products, Software, and Services provided to the County by Motorola under this Master Purchase Agreement infringes upon the third party's United States patent or copyright.
- 1.15. "Maintenance and Support Services" shall mean the support and Releases required for the County to achieve optimal performance of the Products.
- 1.16. "Motorola Software" means Software that Motorola or its affiliated company owns, including subsequent releases, is licensed to County solely in accordance with this Agreement. County (and any Eligible Purchaser purchasing from this Agreement, if applicable) hereby accepts and agrees to abide by all of the terms and restrictions of the Agreement.
- 1.17. "Non-Motorola Software" means any Non-Motorola Software is licensed to County in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Agreement. Motorola makes no representations or warranties of any kind regarding Motorola provided Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to County in accordance with, and County agrees to abide by, the provisions of the standard license of the copyright owner and not the Agreement. Upon request by County, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to County a copy of the applicable standard license (or specify where that license may be found); and provide to County a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).
- 1.18. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.19. "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.20. "Patch" shall mean a specific change to the Software that does not require a Release.
- 1.21. "Principal Period of Maintenance" or "PPM" shall mean the specified days, and times during the days, that maintenance and support services will be provided under this Agreement.
- 1.22. "Products" mean the Equipment and Software provided by Motorola under this Master Purchase Agreement.
- 1.23. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or

modifications to or derivative works from the Software whether made by Motorola or another party.

- 1.24. "Releases" means an Update or Upgrade to the Motorola Solutions Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a release of Motorola Solutions Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Solutions Software. Depending on County's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a release of Motorola Solutions Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a release of Motorola Solutions Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customer generally.
- 1.25. "Residual Error" shall mean a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.
- 1.26. "Scope of Services", "Scope of Work", "Statement of Work" or "Attachment" shall mean the mutually agreed to document that authorizes the purchase of Products, Maintenance and Support, and Professional Services under this Agreement.
- 1.27. "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.28. "Software" means the Motorola Software and Non-Motorola Software: (i) in object code format that is furnished with the Products, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.
- 1.29. "Specifications" shall mean the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.
- 1.30. "Standard Business Day" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern local time, excluding established County holidays.
- 1.31. "Standard Business Hour" shall mean a sixty (60) minute period of time within a Standard Business Day(s).
- 1.32. "Update" shall mean a Supplemental Release or a Standard Release.
- 1.33. "Upgrade" shall mean a Product Release

- 1.34. "Warranty Period" means one (1) year from the date of Acceptance of the newly purchased Equipment and Products.
- 1.35. "Work," "Services," "Program," "Project," or "Engagement" means all services that will be required to be done by Motorola in accordance with a Scope of Services authorized under this Agreement.

2 SCOPE OF AGREEMENT

2.1. Scope of Agreement. This Agreement is a Master Purchase Agreement, whereby during the term of this Agreement, County has the right, but not the duty, to purchase from time to time Products and related services. Pricing for the Equipment, Products, Services or Support will be pursuant to the Product List and Payment Schedule. Motorola will provide, ship, and install (if applicable) the Equipment and Products, and perform the services and its other contractual responsibilities, all in accordance with this Agreement. County will perform its contractual responsibilities in accordance with this Agreement.

2.2. Products/Services. Pricing for additional software will not exceed Motorola's Domestic Net User Pricing (DNUP) less any stated discounts listed in Exhibit B, Product List and Payment Schedule, attached hereto and fully incorporated herein. Where available, current DNUP pricing for additional software is also listed in Exhibit B. The County may also purchase additional support labor at the hourly rates shown in Exhibit B; or at such prices set forth in a mutually agreed price list quote or proposal. This Agreement does not cover any other type of services, services related to a system sale, or maintenance and support of the non-Public Safety and Public Service Application products and services. If Motorola deems it to be appropriate, it will prepare a statement of work to describe the particular services to be provided, a test plan, or a performance schedule. If County wishes to purchase a system or maintenance and support, upon County's request, Motorola will provide a proposal that will include a separate Agreement or Maintenance and Support Agreement.

2.3. ELIGIBLE PURCHASERS. County and all of its agencies, and any city or governmental district, body or agency located within **Miami-Dade County, Florida**, may purchase from this Agreement. Eligible Purchasers have the same rights and responsibilities as County under this Agreement with respect to their purchases from this Agreement.

2.4. METHOD FOR PLACING ORDERS. During the term of this Agreement, County (and any other Eligible Purchaser) may order Products or the services, if they are then available for sale by Motorola. Each order must refer to this Contract No. BW9745-3/25 and Motorola Contract No. 13-29016/JHJ, and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered Products within eight (8) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. In no event will either party be bound by any terms contained in a County purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Alternatively, County may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order.

SECTION 3 NATURE OF THE AGREEMENT/MANNER OF PERFORMANCE

3.1. Except for Change Order Agreement No. 1, this Agreement incorporates and includes all prior

negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

3.2. Motorola shall provide the services set forth in this Agreement or any attachments, supplements or amendments attached hereto, and render full and prompt cooperation with the County in all aspects of the Services performed and Products provided hereunder.

3.3. Both parties acknowledge that this Agreement requires the performance of all things necessary for the effective and complete performance of all Work and Services and the provision of Products under per this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the parties shall perform the same as though they were specifically mentioned, described and delineated.

3.4. Motorola shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Agreement. All Work and Services shall be accomplished at the direction of the County's Project Manager(s) in accordance with the terms of this Agreement.

3.5. Motorola acknowledges that the County shall be responsible for making all policy decisions regarding this Agreement or any attachments, supplements or amendments attached hereto. Motorola agrees to provide input on policy issues in the form of recommendations. Motorola agrees, where reasonable, practical, and in line with Contractor's implementation policies and procedures, to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. Motorola agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

3.6. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

3.7. In those situations where this Agreement imposes an indemnity obligation on Motorola, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if Motorola fails to diligently defend such claims, and thereafter seek indemnity for costs from Motorola in accordance with this Agreement.

3.8. Motorola shall provide the Products and Services described herein in a competent and professional manner in accordance with the terms and conditions of this Agreement. The County shall be entitled to performance of all Services described herein and to full and prompt cooperation by Motorola pursuant to this Agreement in all aspects of the Services. At the request of the County, Motorola shall promptly remove from the project any Motorola employee, subcontractor, or any other person performing Services hereunder within reason and subject to 3rd party vendor cooperation. Motorola agrees that such removal of any of its employees does not require the termination or demotion of any employee by Motorola.

3.9. Motorola agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the

requirements to which reference is hereinafter made. Motorola agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination for cause.

3.10. Motorola represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

3.11. Motorola shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

Section 4 TERM OF AGREEMENT

4.1. This Agreement shall become effective on the date that it is signed by the County or Motorola, whichever is later and shall continue through the last day of the 36th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Agreement for three (3) additional three (3) year terms.

4.2. Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

4.3. Notification. The County will notify this Motorola in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and Motorola, upon approval by the Board of County Commissioners.

4.4. Expiration of this Agreement will not affect any warranty period that has not yet expired.

Section 5 PAYMENT OF AGREEMENT PRICE

5.1. AGREEMENT PRICE. County will pay this Agreement Price as correctly stated in a PO when due in U.S. dollars.

5.2. INVOICING AND PAYMENT. All invoices by Motorola, shall show the County's contract number, and shall have a unique invoice number assigned by Motorola. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. For post warranty Application Services support, the County shall pay the Maintenance Support Fees for the associated equipment, software, and documentation as set forth on the "Product List and Payment Schedule" in Section 39 below. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust, subject to Motorola's right to pursue all legal and equitable claims.

5.3. In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by Motorola to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to Motorola under this Agreement, subject to dispute and all legal processes. Such retained amount shall be applied to the amount owed by Motorola to the County.

5.4. County will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. For County's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.5. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to County upon delivery of the shipment. Title to Software will not pass to County at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.6. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the County at the following address:

Miami-Dade County
Finance Department
111 NW 1st Street
Suite 2620
Miami, FL 33128

Phone: (305) 375-5080, Ext # 96533
Fax: (305) 375-4639
E-mail: amonter@miamidade.gov

Attention: Arlin Montero

Equipment will be sent to the County at the address(es) indicated on the County's purchase order.

The city which is the ultimate destination where the Equipment will be delivered to County in Miami-Dade County will be set forth in the purchase order. County may change this information by giving written notice to Motorola. Any Eligible Purchaser other than County will provide in writing to Motorola the information identified in this Section 5 immediately upon becoming an Eligible Purchaser.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** If Motorola is providing installation or other services, County will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** Unless identified by the County on its purchase order as a non-County owned site, If Motorola is providing installation or other services at County's sites, County will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. County will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

7.1. Acceptance of the Products will occur upon delivery to County unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon completion of the acceptance verification or testing. Notwithstanding the preceding sentence, County's use of the Products for their operational purposes (other than testing) for thirty (30) days of successful operation, per the applicable statement of work, after completion of the acceptance verification or testing, will constitute acceptance for those elements of the deliverable placed into production.

7.2. In reviewing the deliverables, Motorola understands that the County will provide either:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to Motorola providing prompt correction of a deficiency, or,

- iii. a written notification of the County's disapproval in the case of a Deliverable that does not meet the requirements of this Agreement. The County's disapproval notification will state with reasonable detail the basis on which the deliverable was determined to be deficient.

7.3. Motorola understands that failure by the County to provide a notice of approval does not constitute approval, subject to Section 7.1 above.

7.4. Unless an extension of time has been granted by the County pursuant to Section , within thirty (30) business days after receipt of the County's notification of "disapproval," Motorola shall deliver to the County the necessary revisions and/or modifications for a second review by the County.

7.5. If after the second review period, the deliverable remains deficient, the County may direct Motorola to either:

7.5.1. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,

7.5.2. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all outstanding deficiencies have been corrected by Motorola and resubmitted to the County for approval.

7.6. The County shall have the reasonable right to approve or accept part of any deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the deliverable. Motorola must correct any deficiencies per the terms of this Agreement within a reasonable time that the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to a correction of minor deficiencies). If the County does not subsequently approve or accept all aspects of the deliverable, the earlier conditional acceptance or approval may be regarded as void and of no effect. However, if the County continues to use deliverables for a period of thirty days beyond the testing period without notification of any deficiencies and without returning such deliverables to Motorola for nonconformance, then the County will be deemed to have accepted the deliverables.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment and Products under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"), except as may be stated in a warranty that is included with the delivery of purchased software. If the County is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that The County use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet the County's particular requirements. Motorola makes no other representations or warranties with respect to any third party software included in the Software.

8.2.1. Motorola's sole obligation to the County and the County's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable

program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to the County substitute Software which will accomplish the same objective, or terminate the license and refund the County's paid license fee.

8.2.2. The express warranties set forth in this Section 8.2 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by the County (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than the County with respect to the Software or Documentation.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; County's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number intentionally removed or made illegible and except for normal wear and tear; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, the County must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to the County) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice County for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. SERVICES WARRANTY. During the Warranty Period, Motorola warrants that the services have been performed in a good and workmanlike manner. The County's exclusive remedy for a breach of this services warranty is, at Motorola's option, to re-perform the services at no cost to the County or refund the refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products or services for governmental use only, and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE, AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days)

after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

10.1. SETTLEMENT PREFERRED. The Parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or a breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the Parties within thirty days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consents to the selection of a mediator, will share the cost of the mediation equally, may postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the State of Florida any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT

11.1. EVENT OF DEFAULT. An Event of Default shall mean a breach of this Agreement by the either party that is not an event of force majeure. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- 11.1.1. Motorola has not delivered Deliverables per the schedule;
- 11.1.2. Motorola has refused or failed to supply properly skilled staff personnel;
- 11.1.3. Motorola has failed to make prompt payment to subcontractors or suppliers for any services. Untimely payment from the County is an Excusable Delay for this requirement.;
- 11.1.4. Motorola has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of Motorola's creditors, or Motorola has taken advantage of any insolvency statute or debtor/creditor law or if Motorola's affairs have been put in the hands of a receiver;
- 11.1.5. Motorola has failed to obtain the approval of the County where required by this Agreement;
- 11.1.6. Motorola has failed to provide "adequate assurances" as required under subsection b below;
- 11.1.7. Motorola has failed in the representation of any warranties stated herein; or
- 11.1.8. the County has not made payment in accordance with Section 5, above.

11.2. When reasonable grounds for uncertainty exist with respect to Motorola's ability to perform the Services or any portion thereof, the County may request that Motorola, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of Motorola's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by Motorola for portions of the Services which Motorola has not performed, except for fees associated with the software subscription which must be continuous. In the event that Motorola fails to provide to the County the requested assurances within the prescribed timeframe, the County may:



11.2.1. treat such failure as a repudiation of this Agreement; and

11.2.2. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

11.3. In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

11.4. In the event that the County fails to make payments in accordance with this Agreement for a period that exceeds sixty days from the date of invoice, Motorola may terminate this Agreement without penalty and all payments due hereunder shall be promptly paid to Motorola, in accordance with Section 5. If County is the defaulting Party, Motorola may stop work on the project until it approves the County's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement

11.5. Opportunity to Cure. If an Event of Default occurs in the determination of the County or Motorola, the non-defaulting party may so notify the other ("Default Notice"), specifying the basis for such default, and advising the defaulting party that such default must be cured immediately or this Agreement may be terminated. Notwithstanding, either party in its sole discretion, allow the other to rectify the default to the other's reasonable satisfaction within a thirty (30) day period. The non-defaulting party may grant an additional period of such duration as the other shall deem appropriate without waiver of any of its rights hereunder, so long as the defaulting party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the non-defaulting party may prescribe. The default notice shall specify the date Motorola shall discontinue the Services upon the Termination Date.

11.6. Remedies. If an Event of Default occurs, Motorola shall be liable for all damages resulting from the default, including but not limited to:

11.6.1. the difference between the cost associated with procuring the Equipment, Products or Services hereunder and the amount actually expended by the County for re-procurement of Equipment, Products or Services, including procurement and administrative costs to the extent services do not exceed the scope and requirements of this Agreement; and

11.6.2. such other proven direct damages.

Both parties shall also remain liable for any liabilities and claims related to the other's default. Both parties may also bring any suit or proceeding for specific performance or for an injunction.

Section 12 TERMINATION AND SUSPENSION OF WORK

12.1. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

12.2. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct costs associated with such termination or cancellation, including attorney's fees.

12.3. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment

procedures. Motorola may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

12.4. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, with or without cause, terminate this Agreement by thirty (30) days' written notice to Motorola. Subject to third-party cancellation policies.

12.5. In the event that the County exercises its right to terminate this Agreement, Motorola shall, upon receipt of such notice, unless otherwise directed by the County:

- 12.5.1. stop work on the date specified in the notice ("the Effective Termination Date");
- 12.5.2. take such action as may be necessary for the protection and preservation of the County's materials and property;
- 12.5.3. cancel orders;
- 12.5.4. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
- 12.5.5. take no action which will increase the amounts payable by the County under this Agreement; and
- 12.5.6. In the event that the County exercises its right to terminate this Agreement, Motorola will be compensated as stated in the payment Articles herein for the:
 - 12.5.6.1. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - 12.5.6.2. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services, including the costs of canceling any associated costs of an abrupt termination of subcontractors.

12.6. All compensation pursuant to this Section is subject to audit. In no event will Motorola disclose its confidential or proprietary cost and pricing information which is not furnished to the County.

Section 13 INDEMNIFICATION

13.1. Motorola shall indemnify and hold harmless the County and its officers, employees, and agents that are trained users of the system, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings arising out of, relating to or resulting from the negligent performance of this Agreement by Motorola or its employees, agents, servants, partners principals or subcontractors. Motorola shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions in the name of the County, where applicable, and shall pay all court awarded costs, judgments, and attorney's fees which may issue thereon. Motorola expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Motorola shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees as herein provided.

13.2. Patent and Copyright Infringement Indemnification



13.2.1. Motorola will defend at its expense any suit brought against County to the extent it is based on an Infringement Claim, and Motorola will indemnify County for those costs and damages finally awarded against County for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: County promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

13.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for County the right to continue using the Equipment or Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant County a credit for the Equipment or Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for the Equipment and Motorola Software. In no event will Motorola's liability resulting from its indemnity obligation to the County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from the County from sales or license of the infringing Motorola Product.

13.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Software; any Equipment that is not Motorola's design or formula; a modification of the Software by a party other than Motorola; or the failure by County to install an enhancement release to the Software, provided at no cost to the County that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Software, or any of their parts furnished by Motorola under this Agreement.

13.2.4. This Section 13.2 is excluded from the limitation of liability below in Section 14, and in the event of a conflict, this Section 13.2 will prevail.

Section 14 LIMITATION OF LIABILITY

Except for personal injury, death or Infringement Claims, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the aggregate total of purchases made under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.

Section 15 CONFIDENTIALITY

15.1. As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Section to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

15.2 Acknowledgement. The County hereby acknowledges and agrees that the equipment and associated software, and software Documentation constitute and contain proprietary products and trade secrets of Motorola embodying creative efforts and confidential information, ideas, and expressions. Accordingly, the County agrees to treat (and take precautions to ensure that its employees treat) the equipment and associated software as confidential in accordance with the confidentiality requirements and conditions set forth below.

15.3 All County-owned materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by Motorola in the course of the performance of the Agreement, constitute Confidential Information and may not, without the prior written consent of the County, be used by Motorola or its employees, agents, sub-consultants or suppliers for any purpose other than for the benefit of the County, unless required by law. This Agreement does not require or allow Developed Works as defined herein.

15.4 In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither Motorola nor its employees, agents, sub-consultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, Motorola expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from its breach of any federal, state or local law in regard to the privacy of individuals.

15.5 Maintenance of Confidential Information. Both parties shall advise each of its employees, agents, sub-consultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or sub-consultants or supplier's employees, present or former. In addition, Motorola agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

15.6 Injunctive Relief. It is understood and agreed that in the event of a breach of this Section damages may not be an adequate remedy and either party shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested, upon the completion of the Services performed hereunder, Motorola shall immediately turn over to the County all such Confidential Information existing in tangible form owned by the County, and one copy thereof shall be retained by Motorola or its employees, agents, sub-consultants or suppliers without the prior written consent of the County.

Section 16 PROPRIETARY INFORMATION

16.1. Protection of County Software

16.1.1. Proprietary Information. As a political subdivision of the State of Florida, the County is subject to the stipulations of Florida's Public Records Law. Motorola acknowledges that all Software or Documentation in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

16.1.2. During the term of this Agreement, Motorola will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any non-Motorola furnished computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All County's third-party license agreements must also be honored by Motorola and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by Motorola's employees with the approval of the licensor or owners thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

16.1.3. Motorola will report to the County any information discovered or which is disclosed to Motorola which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within Motorola's authority to prevent improper use, disclosure or removal.

Section 17 PROPRIETARY RIGHTS

17.1. County's Proprietary Rights.

17.1.1. Motorola hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to Motorola hereunder, including all copyright and other proprietary rights therein, which Motorola as well as its employees, agents, sub-consultants and suppliers may use only in connection of the performance of Services under this Agreement. Motorola shall not, without the prior written consent of the County, use such documentation on any other project in which Motorola or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by Motorola to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

17.1.2. All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by Motorola and its sub-consultants specifically for the County, is the property of Motorola for the benefit of the County's non-exclusive use.

17.2. Motorola's Proprietary Rights

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to County the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to County any shared development rights of intellectual property. Except as explicitly provided in Section 19 of this Agreement, Motorola does not grant to County, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. County will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 18 INDEPENDENT CONTRACTOR/EMPLOYEES OF CONTRACTOR

18.1. Each Party will perform its duties under this Agreement only as an Independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments for the other. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

18.2. Neither Motorola nor any of its employees are employees, agents or servants of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Motorola's sole direction, supervision and control. Motorola shall exercise control over the means and manner in which it and its employees perform the work. Motorola does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement. Motorola shall supply competent employees. Miami-Dade County may require Motorola to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable ("for cause") and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

Section 19 SOFTWARE LICENSE

19.1. Scope

Motorola and the County enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to the County, and the County's use of the Software and Documentation.

19.2. Grant of License

19.2.1. Subject to the provisions of this Agreement and the payment of applicable license fees, for new Software Motorola grants to the County a personal, limited, non-transferable (except as permitted in Section 19.5) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined herein) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with the County's use of the Designated Products. For previously existing Software purchased under Contract No. 317, a perpetual license (except for breach as set forth in 19.6.1 herein) shall remain in effect. This Agreement does not grant any rights to source code.

19.2.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing the County's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by the County, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide the County a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide The County a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

19.3. Limitations on Use

19.3.1. The County may use the Software only for the County's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, the County will not make the Software available for use by third parties (non-governmental entities that are not using the County's system(s) under this Agreement) on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

19.3.2. The County will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. The County may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that the County may not operate that copy of the Software at the same time as the original Software is being operated. The County may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

19.3.3. Unless otherwise authorized by Motorola in writing, The County will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. The County may temporarily transfer Software installed on a Designated Product to another

device if the Designated Product is inoperable or malfunctioning, if The County provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. The County must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

19.3.4. When using Motorola's Radio Service Software ("RSS"), the County must purchase a separate license for each location at which the County uses RSS. The County's use of RSS at a licensed location does not entitle the County to use or access RSS remotely. The County may make one copy of RSS for each licensed location. The County shall provide Motorola with a list of all locations at which the County uses or intends to use RSS upon Motorola's request.

19.3.5. The County will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect the County's premises, books and records, upon reasonable prior notice to the County, during the County's normal business hours and subject to the County's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying the County's compliance with the terms of this Agreement.

19.4. Ownership and Title

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to the County under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to the County in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and the County will not have any shared development or other intellectual property rights.

19.5. Transfers

The County will not transfer the Software or Documentation to any third party (non-system users) without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and the County transfers ownership of the Motorola radio products to a third party, the County may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that the County transfers all copies of the Software and Documentation to the transferee, and the County and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

19.6 Term and Termination

19.6.1. The County's right to use the Software and Documentation will begin at the time of Acceptance and will continue for the life of the newly purchased Products with which or for which the Software and Documentation have been provided by Motorola, unless the County breaches this Agreement, in which case this Agreement and the County's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

19.6.2. In the case of breach, within thirty (30) days after termination of this Agreement, the County must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by the County and are no longer in use by the County.

19.6.3. The County acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that the County's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If The County breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless the County is a Federal agency of the United States Government).

19.7 General Software Provisions

19.7.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

19.7.2. **COMPLIANCE WITH LAWS.** The County acknowledges that the Software is subject to the laws and regulations of the United States and the County will comply with all applicable laws and regulations, including export laws and regulations of the United States. The County will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

19.7.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign, encumber, subcontract or sell its rights under any Software License or in any Software without prior notice to or consent of the County; provided, however, that Motorola's duties and obligations to the County under this Master Agreement with regard to such Software License or Software shall not be diminished.

19.7.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and the County. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

19.7.5. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 8 of this Agreement.

Section 20 LAWS, RULES AND REGULATIONS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

20.1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

20.2. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

- 20.3. Environmental Protection Agency (EPA), as applicable to this Contract.
- 20.4. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Motorola agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- 20.5. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- 20.6. Miami-Dade County Code Section 10-38 "Debarment".
- 20.7. Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- 20.8. Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- 20.9. Motorola shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by Motorola. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for Motorola prior to authorizing work and as needed.
- 20.10. Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of Motorola, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

Section 21 AUTHORITY TO EXECUTE AGREEMENT

Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

Section 22 INSURANCE

Upon the County's notification, Motorola shall furnish to the Internal Services Department, Procurement Management Division, a Certificate of Insurance that indicates insurance coverage has been obtained, which meets the requirements as outlined below:

- 22.1. Worker's Compensation Insurance for all employees of Motorola as required by Florida Statute 440.
- 22.2. Commercial General Liability Insurance on a broad form basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The**

mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.

- 22.3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- 22.4. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of Motorola. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:
- 22.5. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

- 22.6. Contractor will mail thirty (30) day written advance notice to the certificate holder in the event the insurance is canceled. In addition, Motorola hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.
- 22.7. Compliance with the foregoing requirements shall not relieve Motorola of this liability and obligation under this section or under any other section in this Agreement.
- 22.8. Motorola shall be responsible for ensuring that the Certificate of Insurance required in conjunction with this Section will remain in force for the duration of the contractual period of this Agreement, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, Motorola shall be responsible for submitting new or renewed insurance certificates to the County in advance of or upon such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend this Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may terminate this contract.

Section 23 SUBCONTRACTUAL RELATIONS

23.1. If Motorola will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of Motorola; and Motorola will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of Motorola. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by Motorola.

23.2. Motorola, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require Motorola not to award any subcontract to a person, firm or

corporation disapproved by the County.

23.3. Before entering into any subcontract hereunder, Motorola will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

23.4. In order to qualify as a Subcontractor subject to the County's approval, in addition to the other requirements herein provided, the Subcontractor has the necessary facilities, skill and experience, and ample financial resources to perform the Services. To be considered skilled and experienced, the Subcontractor must perform its services as required under this Agreement.

23.5. The County shall have the right to withdraw its consent to a subcontractor if it appears to the County that the subcontractor will delay, prevent, or otherwise impair the performance of Motorola's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds Motorola in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor in the event of a termination of this Agreement. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

Section 24 MIAMI-DADE COUNTY INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEWS

24.1. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, Motorola shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall Motorola's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to Motorola, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Motorola in connection with this Agreement. The terms of this Section shall not impose any liability on the County by Motorola or any third party.

24.2. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to Motorola. The audit cost shall also be included in all change orders and all contract renewals and extensions.

24.3. Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County**

Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

24.4. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to this Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of Motorola, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

24.5. Upon written notice to Motorola from the Inspector General or IPSIG retained by the Inspector General, Motorola shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in Motorola's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents that are not deemed by Motorola to be confidential or proprietary cost and pricing data, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, and supporting documentation for the aforesaid documents and records.

Section 25 COUNTY USER ACCESS PROGRAM (UAP)

25.1. User Access Fee

25.1.1. Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

25.1.2. Motorola providing goods or services under this Contract shall invoice this Agreement price and shall accept as payment thereof this Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

25.2. Joint Purchase

25.2.1. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. Motorola must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. Motorola shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

25.2.2. For all ordering entities located outside the geographical boundaries of Miami-Dade County, Motorola shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

25.2.3. The County shall have no liability to Motorola for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with Motorola and shall be paid by the ordering entity less the 2% UAP.

2.5.2.4. Contractor Compliance. If a Contractor fails to comply with this Section, that Contractor may be considered in default by the County in accordance with the termination sections of this Agreement.

Section 26 ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement after the first year is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that Motorola is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from Motorola for canceling service/maintenance during the year. The issuance of a purchase order is evidence of appropriation.

Section 27 VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

Vendor Registration. Motorola shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, Motorola confirms its knowledge of and commitment to comply with the following:

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|---|--|
| <ol style="list-style-type: none"> 1. Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the County Code) 2. Miami-Dade County Employment Disclosure Affidavit (Section 2-8-1(d)(2) of the County Code) 3. Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code) 4. Miami-Dade Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the County Code) 5. Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code) 6. Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code) 7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code) 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code) 10. Miami-Dade County Domestic Leave and | <ol style="list-style-type: none"> 14. W-9 and 8109 Forms
(as required by the Internal Revenue Service) 15. FEIN Number or Social Security Number
In order to establish a file, Motorola's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes: <ul style="list-style-type: none"> ▪ Identification of individual account records ▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County ▪ Tax reporting purposes ▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records 16. Office of the Inspector General
(Section 2-1076 of the County Code) 17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations. |
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Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)

11. Subcontracting Practices
(Ordinance 97-35)

12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

27.2. Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

Section 28 EXTENSION OF TIME NOT CUMULATIVE

In the event Motorola shall be delayed concurrently by two or more of the causes identified in Section 9, "Delays" above, Motorola shall be entitled to a separate extension of time for each one of the causes but only one time period of extension shall be granted for the delay. In addition, Motorola shall not be entitled, by reason of a delay, to an extension of time for the completion of the overall Work unless the overall Work is necessarily affected by the delay. Accordingly, in the event of a delay, Motorola shall proceed continuously and diligently with the performance of the unaffected portions of the Work.

Section 29 AUDITS

29.1. The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of Motorola's books, documents, papers and records applicable to this agreement and of its subcontractors and suppliers as approved by subcontractors and which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

29.2. Pursuant to County Ordinance No. 03-2, Motorola will grant access to the Commission Auditor to all financial and performance related records, tangible property, and equipment purchased in whole or in part with government funds related to this agreement. Motorola agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs. Neither Motorola nor its subcontractors will be required to furnish their confidential or proprietary cost and pricing data.

Section 30 CANCELLATION

The Annual Maintenance and Support Services will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement

is terminated in accordance with this Section 30. If the County notifies Motorola of its intention not to renew this Agreement as permitted by this Section and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) the County pays to Motorola the amount that it would have paid if the County had kept this Agreement current, (b) the County ensures that all applicable equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Agreement are covered.

Section 31 CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 32 NONDISCRIMINATION

32.1. During the performance of this Agreement, Motorola agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

32.2. By entering into this Agreement, Motorola attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If Motorola or any owner, subsidiary or other firm affiliated with or related to Motorola is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if Motorola submits a false affidavit pursuant to this Resolution or Motorola violates the Act or the Resolution during the term of this Agreement, even if Motorola was not in violation at the time it submitted its affidavit.

Section 33 CONFLICT OF INTEREST

Motorola represents that:

- 33.1. No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- 33.2. There are no undisclosed persons or entities interested with Motorola in this Agreement. This Agreement is entered into by Motorola without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- 33.2.1. is interested on behalf of or through Motorola directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - 33.2.2. is an employee, agent, advisor, or consultant to Motorola or to the best of Motorola's knowledge any subcontractor or supplier to Motorola.
- 33.3. Neither Motorola nor any officer, director, employee, agency, parent, subsidiary, or affiliate of

Motorola shall have an interest which is in conflict with Motorola's faithful performance of its obligation under this Agreement; provided that the County may consent in writing to such a relationship, provided Motorola provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- 33.4. The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- 33.5. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

Section 34 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall Motorola without the express written consent of the County:

- 34.1. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless Motorola first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- 34.2. Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- 34.3. Except as may be required by law, Motorola and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by Motorola or such parties has been approved or endorsed by the County.

Section 35 BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract Motorola has with the County, Motorola becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Motorola under federal bankruptcy law or any state insolvency law.

Section 36 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

Motorola shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in this Agreement. Motorola and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

Section 37 AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- 37.1. Motorola hereby acknowledges that the County's Project Manager will determine in the first instance all questions arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the

Services for the County, subject to the requirements of this Agreement, disputes and legal recourse; questions as to either party's fulfillment of its obligations under this Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of Products or Services; questions as to the interpretation of this agreement or any attachments thereto; and claims for damages, compensation and losses on behalf of the County.

37.2. Motorola shall not be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, unless such determinations are reduced in writing and signed by both parties. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

37.3. Motorola must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that Motorola and the Project Manager are unable to resolve their difference, Motorola may initiate a dispute in accordance with the procedures set forth in this Section. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

37.4. All such disputes shall be submitted in writing by Motorola to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Section, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to Motorola. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Section.

Section 38 **HARDWARE MAINTENANCE**

38.1 Scope of Services

38.1.1. Motorola will provide the Services in a more detailed statement of work or other document attached to Motorola's applicable proposal, quote and the County's purchase order, at Motorola's then-applicable rates for the services.

38.1.2. Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

38.1.3. Additional equipment purchased that becomes part of the same system as the initial Equipment, may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

38.1.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, the County will provide a complete serial and model number list of the Equipment. The County must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. The County's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

38.1.5. The County must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

38.1.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

38.1.7. The County must promptly notify Motorola of any Equipment failure. Motorola will respond to the County's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

38.2. Excluded Services

38.2.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

38.2.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

38.3. Time and Place of Service

Service will be provided at the location specified in this Agreement. When Motorola performs service at the County's location, the County will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. The County will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, the County agrees to reimburse Motorola for those charges and expenses.

38.4. County Contact

The County will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable the County's personnel to maintain contact, as needed, with Motorola.

38.5. Covenant Not To Employ

During the term of this Agreement and continuing for a period of two (2) years thereafter, the County will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

38.6. Materials, Tools and Equipment

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. The County will safeguard all such property while it is in the County's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by the County for Motorola's use without charge and may be removed from the County's premises by Motorola at any time without restriction.

Section 39 POST WARRANTY APPLICATION SUPPORT

39.1. Order of Precedence

If there is a conflict between or among the provisions of this Agreement, this Section 39 will govern all services in connection with CAD Equipment.

39.2. Maintenance and Support Services

39.2.3. Any Maintenance and Support Services that are performed by Motorola outside of those specified herein will be billed at the rates outlined in the applicable "Product List and Payment Schedule." Maintenance and Support Services will be used to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

39.2.4. Motorola will provide the County with any available Supplemental or Standard Releases. The Motorola account executive assigned to the County will notify the County of the availability of such Release and the County may then request such Releases from Motorola. In addition, Motorola will provide the County with remote and/or onsite Services to implement Standard and Supplemental Releases as part of the Maintenance Services. The decision as to whether a Release will be implemented remotely or onsite will be at Motorola's sole discretion. In such instances when by mutual determination, implementation requires customization above standard implementation or when training is required in connection with a Supplemental or Standard Release, Motorola will determine the fees associated with the customization or training and provide a quote for Services at the time of the County request. The County must pay for any necessary Product or Third Party Software associated with third party implementation provided by Contractor in connection with such Supplemental or Standard Release. Motorola will provide onsite resources to implement third party Product as a part of the Maintenance Services when the third party Product is purchased as a part of the requested Upgrade. Additionally, Motorola will provide Services to implement Upgrades for components of CAD (Including but not limited to UDT, OQ, AWW, ATM) systems at no additional charge when these components are either part of a CAD Standard or Supplemental Release Upgrade or the components can be implemented remotely by Motorola's standards. The County must pay for onsite implementation fees associated with CAD component Upgrades that are independent of a Standard or Supplemental CAD Release. Motorola will provide a quote for CAD component onsite implementation upon the County's request. Any Services will be performed in accordance with a mutually agreed written schedule.

39.2.5. Additional Product Releases. Motorola will provide the County with an available Product Release after receipt of a request from the County, but the County must pay for all additional license fees, any installation or other services, and any necessary Product provided by Motorola in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule. Motorola's duty as described in this paragraph is contingent upon the County's then-current installation at the time of the County's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

39.2.6. Motorola's responsibilities under this Agreement to provide Maintenance and Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case the County will install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

39.2.7. Motorola does not warrant that a Release will meet County's particular requirement, operate in the combinations that County will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at County's request on a time and materials basis at a mutually agreed upon rate for professional services.

39.2.8. Third-Party Maintenance. Motorola will assume responsibility for continuing support services for all Third-Party Software covered under this Agreement, subject to availability by the applicable vendor.

39.2.9 User Conference Participation. For as long as the County remains current on Maintenance and Support fees, and pays for Maintenance and Support, Motorola will include two (2) user conference attendance packages, inclusive of registration fees, hotel accommodations, daily meal allowances, roundtrip travel and car rental to be booked and/or determined by this Agreement and Motorola.

39.2.10 Exclusions. The Maintenance and Support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude:

1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.
2. The repair or replacement of Products or parts resulting from failure of the County's facilities, personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.
3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, the County's negligence, or from causes such as lightning, power surges, or liquids.
4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.
5. Accessories, custom or Special Products; modified units; or modified Software not previously authorized by Motorola.
6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.
7. Operation and/or functionality of the County's personal property, equipment, and/or peripherals and any application software not provided by Motorola.
8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.
9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.
10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the County's platform or in the Software that have not been mutually agreed upon or authorized by Motorola.
11. Services to correct errors found to be caused by County-supplied data, machines, or operator failure.

12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.
13. Third-party software unless specifically listed on the Description of Covered Products.
14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.
15. Services related to the County's failure to back up its data or failure to use an UPS system to protect against power interruptions.
16. Any design consultation such as, but not limited to, configuration analysis, consultation with the County's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

39.3 County Responsibilities

The County hereby agrees to:

- 39.3.1. Provide to Motorola a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products.
- 39.3.2. Provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.
- 39.3.3. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.
- 39.3.3. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.
- 39.3.4. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with County; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.
- 39.3.5. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's County Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training. The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and standalone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. The County agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Contractor. The County will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any County representative may contact Motorola's Support Center by telephone, but the System Administrator must follow up with Motorola's Support as soon as practical thereafter.

39.4. Parts. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

39.5. Changes by the County. The County agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

39.6. System Enhancements/Modifications

39.6.1. Error Corrections and Updates. Motorola will provide the County with error corrections, bug fixes, patches or other updates to the System licensed hereunder to the extent available in accordance with Motorola's release schedule for the term of this Agreement.

39.6.2. Software Enhancements or Modifications. The County may, from time to time, request that Motorola incorporate certain features, enhancements or modifications into the Licensed Software. Motorola will review such requests and determine if they are applicable in a future release and notify the County.

39.7. Functionally Equivalent Software

Any Software that includes additional functionality or modules that the County wishes to use may require additional fees which fees shall be mutually agreed upon in writing by the parties herein; except as may be expressly provided in a change order.

39.8. Fees, Method and Times of Payment

39.8.1 Maintenance and Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software, and documentation as set forth on the "Product List and Payment Schedule". All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay Motorola any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and Motorola. All Services undertaken by Motorola before County's approval of this Agreement shall be at Motorola's risk and expense. If, during an annual maintenance and support period, the County acquires additional units of the Software, the fee for maintenance will be at the current prevailing maintenance costs for acquired equipment and or Software. Such fees will be added to the total fees when the County acquires the additional units.

39.8.2. Notwithstanding any provision to the contrary, Motorola will not and shall not perform or provide any services to the County without the County's full approval, authorization and purchase order.

39.8.3. Travel. With respect to travel costs and travel related-expenses, Motorola agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

39.8.4. Pricing. Prices shall be subject to good faith negotiations at the time of purchase or on an annual basis, not exceed an annual increase of 5% over the previous year's actual fees for Contractor's Software for the term of the Agreement, or extension periods; third-party equipment and Software is subject to vendor annual increase policies; however, Motorola may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof. Motorola must notify the County in accordance with Section 40.7, "Notices" of any price increases at least forty-five (45) days prior to the expiration of the annual support and maintenance period.

Section 40 GENERAL PROVISIONS

40.1. TAXES. To the extent permitted by Florida law, the Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by County

except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to County and County will pay to Motorola the amount of the taxes (including applicable interest and penalties) within forty-five (45) days after the date of the invoice not incurred as a result of Motorola's neglect. County will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth. The County will reimburse Motorola for all legally imposed property taxes, sales and use taxes, excise taxes, and other legally imposed taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

40.2. **ASSIGNABILITY AND SUBCONTRACTING.** Neither Party may assign, transfer, convey, or otherwise dispose of this Agreement without the prior written consent of the other Party. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

40.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

40.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement illegal, invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

40.5. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

40.6. **GOVERNING LAW.** This Agreement, including any exhibits, appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

40.7. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by overnight courier, Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:

Miami-Dade County
Information Technology Department
5680 S.W. 87 Ave.
Miami, FL 33173

Phone: (305) 596-8610
Fax: (305) 275-7696
E-mail: jmandul@miamidade.gov

Attention: Julian Manduley

and to the County's Contract Manager:

Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Phone: (305) 375-4417
Fax: (305) 375-5688
E-Mail: bgoldsm@miamidade.gov

Attention: Beth Goldsmith

(2) To Motorola

Michael J Burpoe
Sr. Manager, Systems Support
Motorola Solutions, Inc.
7237 Church Ranch Boulevard, Suite 406
Westminster, CO 80021
Business Phone: +1(303)5274010
Mobile Phone: +1(303)7460607
E-mail: MVW436@motorolasolutions.com

cc: Judy Jean-Pierre
Motorola Solutions, Inc.
Law Dept, ILO1, 8th Floor
1303 E. Algonquin Road
Schaumburg, IL
Phone: 954-547-4037
Fax: 847-576-0721
E-mail: Judy.Jean-Pierre@motorolasolutions.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

40.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. County will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the Products before the scheduled installation of the Equipment. Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

Motorola Solutions, Inc.

Miami-Dade County

By: [Signature]
Name: John Thompson

By: _____
Name: Carlos A. Gimenez

Title: MSSSI Vice President

Title: Mayor

Date: 4/2/13

Date: _____

Attest: [Signature]
Corporate Assistant Secretary (seal)

Attest: _____
Clerk of the Board

Corporate Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



EXHIBIT A
COUNTY SUPPORT PLAN



**Exhibit A
County Support Plan**

I. Service Offerings

Motorola's County Support organization includes a staff of Support Analysts, managed by Motorola's County Support Managers, and is chartered with the direct front-line support of the County. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a County Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Solutions Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to the County on an active maintenance and support agreement defined services and Software Releases. Specific support definitions, offerings and County responsibilities are detailed in section 3 of the main body of the maintenance and support agreement.

II. Accessing County Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate County and problem details and by directing your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and County profile management
- Standard reports with on-demand distribution
- Case notification

Motorola's System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and the County can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

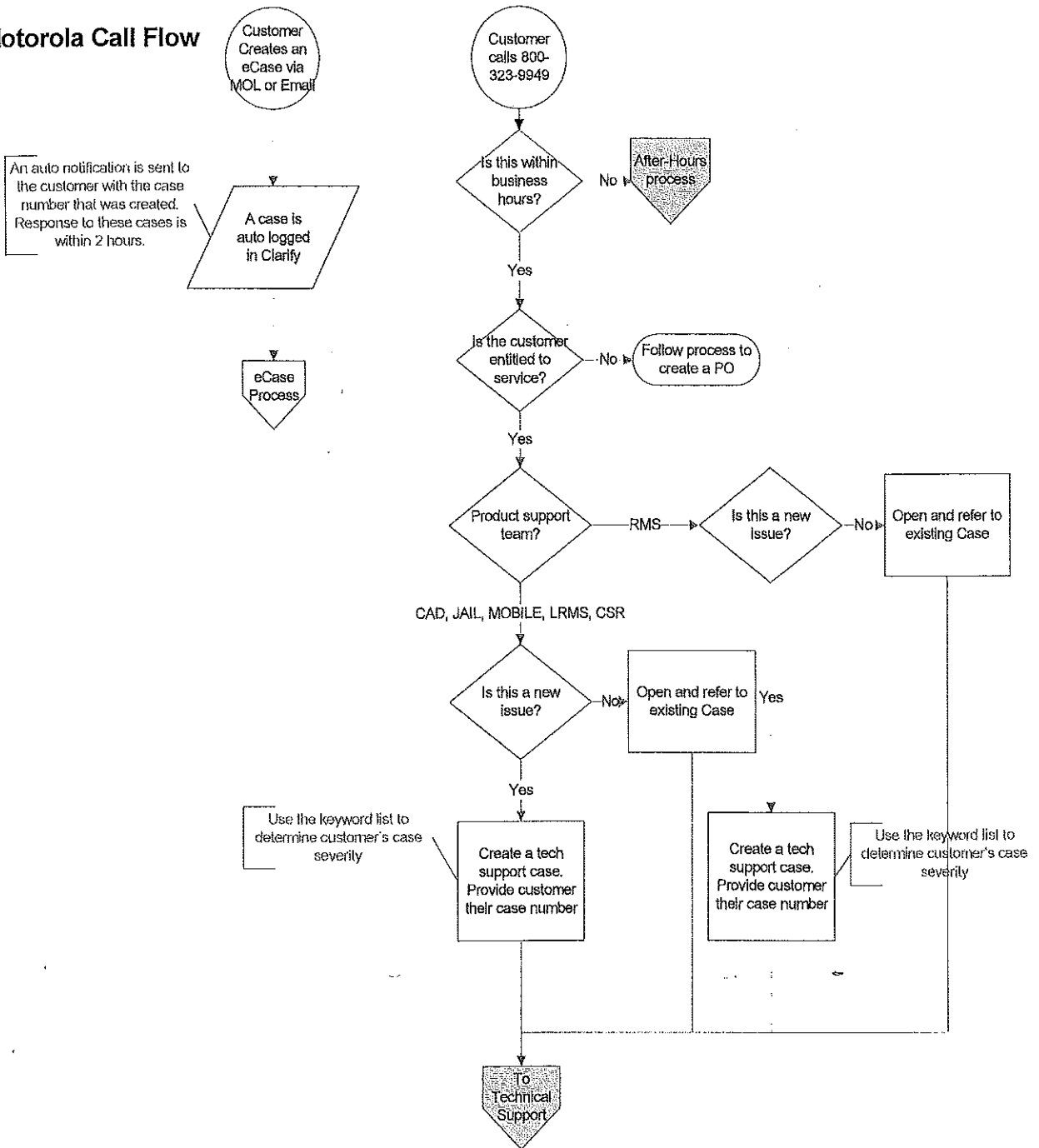
Option 1 - Call Motorola System Support Center**Call Motorola Toll free 800-323-9949**

- Select from the auto attendant as follows:
 - **Option 2** – Technical Support of Infrastructure Products
 - Then select **Option 6** – Public Safety Applications
 - Next select the appropriate system type option
 1. CAD
 2. RMS, Records
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. County Service Request System (CSR)
 0. All Other Applications

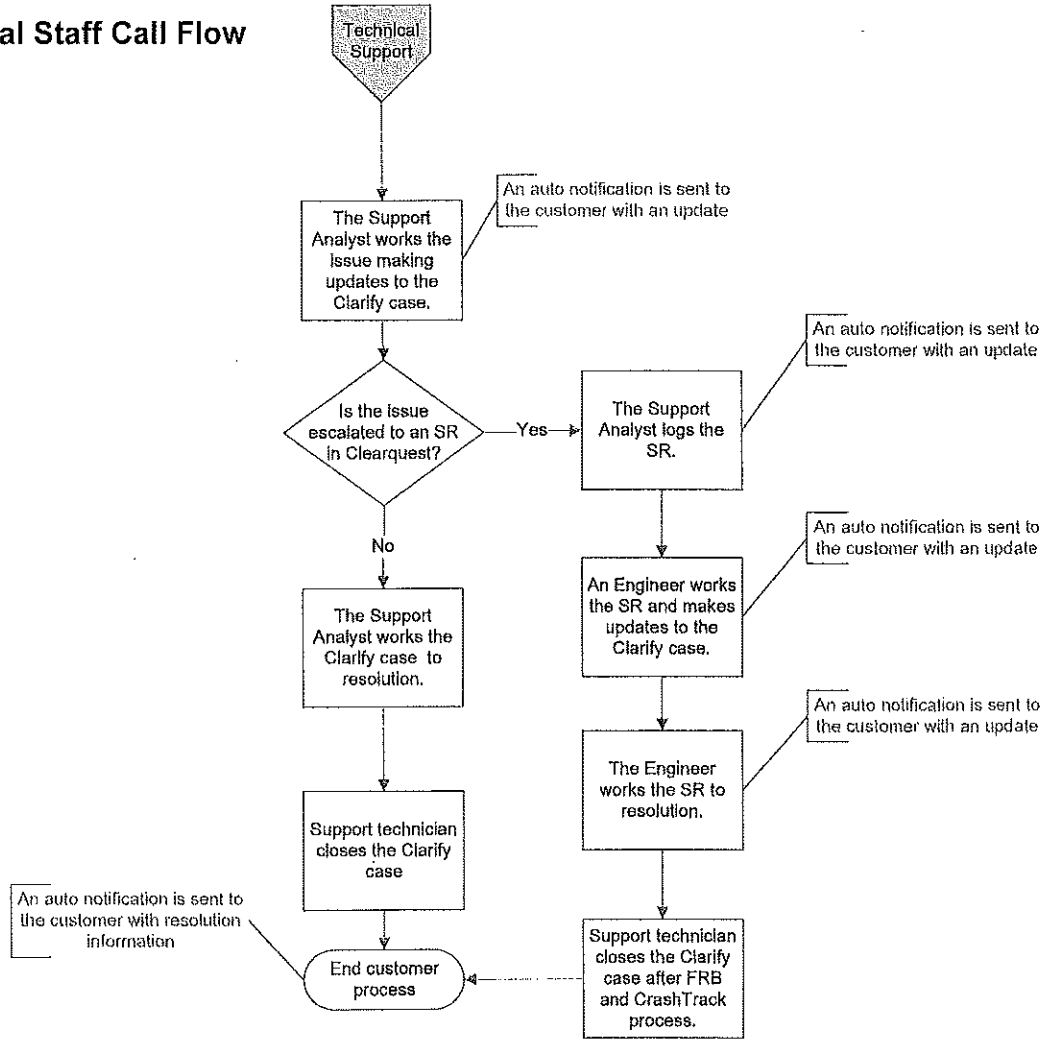
Upon contact with the SSC personnel, you will provide the name and phone number for County contact and your agency and product specific Site Identification number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola technical support team member. A unique tracking number will be provided to your agency for future reference.

Generally, the County calling the toll-free number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete, the County is transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) the County will be contacted within the contractually specified period of time by a Technical Support Analyst.

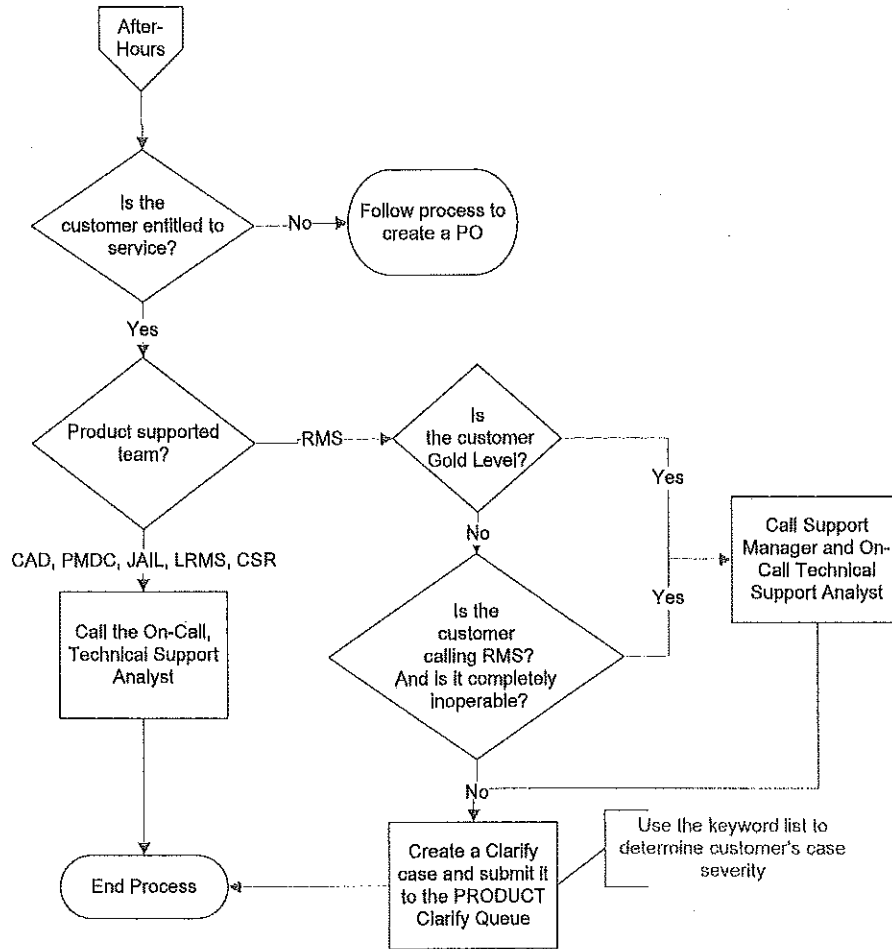
Motorola Call Flow



Technical Staff Call Flow



Call Flow After-Hours





How to Obtain Technical Support for Products

Action / Response	
<p>Step 1. Call the Motorola System Support Center 1-800-323-9949 Step 2. Select option 2 (Technical Support) Step 3. Select option 6 (Public Safety Applications) Step 4. Select product specific option Step 5. Provide Site Identification Number (See Description of Covered Products for your agency's Site Identification Numbers)</p>	
<p>Step 6. Provide Your Information</p>	<p>Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address</p>
<p>Step 7. Case Number Generated</p>	<p>Caller will receive a Case number for tracking the service request.</p>
<p>Check Status</p>	<p>The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.</p>
<p>Case Assignment</p>	<p>The County Support Representative will determine a course of action and assign the Case to the appropriate group.</p>
<p>Standard Response Time</p>	<p><u>RESPONSE</u> See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days</p>
<p>Step 8. Notification of CASE All Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>
<p>Notification of CASE Open/Close Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>

Option 2 - Submit a ticket via eCase Management from Motorola On-Line

Motorola's On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows the County to open, update, and view the status of their cases on the web.

Setting Up a Motorola On-Line Account

To set up a Motorola On-Line account, please visit <https://businessonline.motorola.com> and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety County** seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

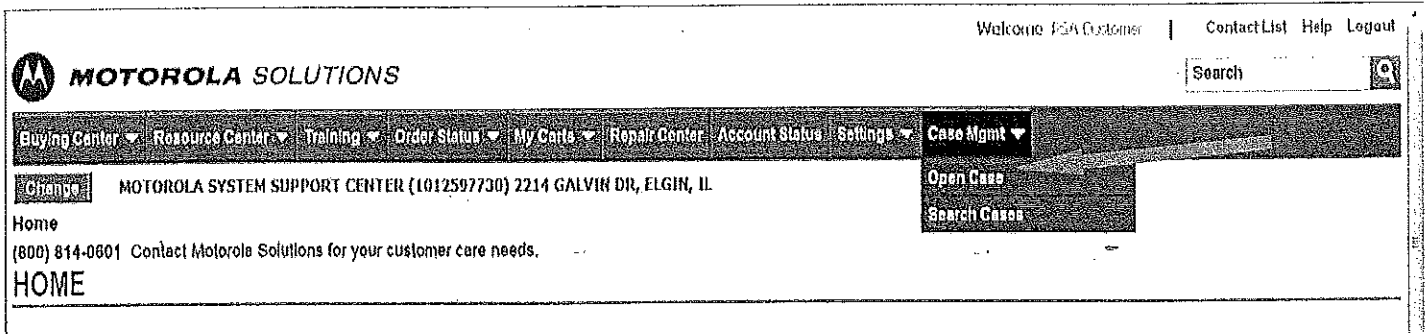
Accessing the Technical Case Management web site

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorola.com with your user ID and password, click on the Contact Us → Open Case, and select System Support Issue from the Issue Type drop-down.

Primary Features of On-Line Technical Case Management

The County will have three main functions available through Motorola's On-Line to manage their cases:

- A. *Open new cases*
 - B. *Search for existing cases and view details of the existing case*
 - C. *Update existing cases by adding notes*
- A. *Open a New Case*
1. Log into Motorola On-Line
 2. Click on the "Case Mgmt" → Open Case



- Then select the Reason Code = **System Support Issue** (and the page will automatically reload)

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue

Title:

System Support Site: Please Specify

Case Type: Please Specify

Severity: Please Specify

System: Please Specify

Description:

Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)

- Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
- Fill in a detailed description of your issue
- Click "Create Case"

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue

Title:

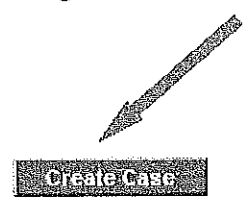
System Support Site: Please Specify

Case Type: Please Specify

Severity: Please Specify

System: Please Specify

Description:



- eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
- The confirmation screen includes "expand all" and "collapse all" buttons for case notes

B. Search for a Case

1. Log into Motorola Solutions On-Line
2. Click on the "Case Mgmt" → Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"

Welcome PSA Customer | Contact List Help Logout

MOTOROLA SOLUTIONS Search

Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Cases ▾ Repair Center Account Status Settings ▾ Case Mgmt ▾

Chicago MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL

Open Case
Search Cases

Home
(800) 814-0601 Contact Motorola Solutions for your customer care needs.

HOME

Go Directly to Case

Case Number:

(Please enter the exact case number.)

Go To

Enter Search Criteria

Case Number:

Title:

Type: All My Cases ▾

Condition: Open ▾

○

Ⓞ 01 Sep 2002

To

06 Mar 2012

Reset **Search**

C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Note](#) [Open Case](#) [Search Cases](#)

Details for Case # 20000216 Case Number

Title: TEST

Case Condition: Open Customer name: TEST CUSTOMER Case Status: Not Assigned Issue Type: System Support Case Source: Web Contact Name: Test Test wsb@ Contact Phone: 847 735-4902 Contact Email: test@test.comtest	System Site ID: MDT1130 System Site Name: Test Site as an example Case System ID Case Type: Network Management
--	---

Expand/Collapse Buttons
 ↓
Expand All Collapse All

Activity	Date/Time	Activity Summary
+	12/11/2004 3:49:53 PM	*** Performed by contact: Please Specify Status - Not Assigned
+	12/11/2004 3:49:53 PM	*** Performed by contact

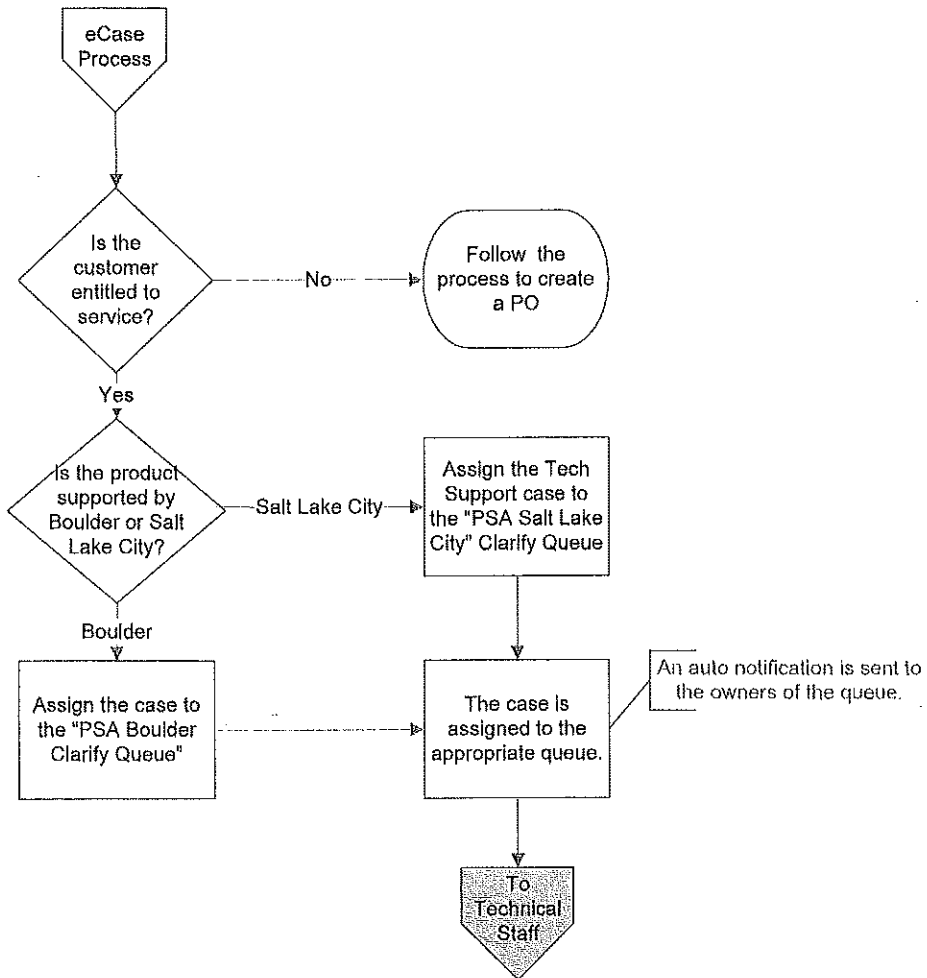
Add Note Add Notes

Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola On-Line eCase Management or administrative support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow





Option 3 - Submit a ticket via Email Case Management

An alternative County Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: <https://motonline.mot.com>

1. Address your email to PSACASE@motorolasolutions.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (COUNTY SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA County support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA County support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

Send	To...	PSACASE
	Cc...	
	Bcc...	
Subject:		PSA Service Request: NetRMS Reports Not Functioning
<p>Site ID number: PSA1234_[NetRMS_] (<i>Clarify site identification number</i>) Product type: NetRMS (<i>Specific product such as LRMS, NetRMS, PremierMDC, etc.</i>) Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 (<i>Email ticketing is available for severity levels three and four only</i>) Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports (<i>Include a comprehensive description of the problem</i>)</p>		



III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a County is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our County's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support team. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a County's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

Incoming cases are automatically assigned an initial Severity Level of 3, unless otherwise indicated or determined by the County at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.



Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the County Support Manager who assigns additional resources. Email notification to Director of County Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, County Support Manager escalates to the Director of County Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President of County Support.	Support Manager Director of County Support Director of System Integration
8 Hours	If a resolution is not identified within this timeframe, Director of County Support escalates to Vice President of System Integration, Vice President of Support, and account team.	Support Manager Director of County Support Director of System Integration VP of System Integration VP of County Support
12 Hours	If a resolution is not identified within this timeframe, Director of County Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, County Support and Engineering.	Senior Management Director of County Support Director of System Integration VP of System Integration VP of County Support

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** County will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola and the County will mutually agree to any changes in Severity Level (up or down) of any County-reported problem.
- 3.2 Motorola will use best efforts to provide County with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when County allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software; or as an interim solution, Motorola may recommend the County failover to the disaster recovery backup system with the County's approval. Should County report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.



3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

1. **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.
2. **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the County's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.
3. **Remote Installation.** At County's request, Motorola will provide remote installation advice or assistance for Updates.
4. **Software Release Compatibility.** At County's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Supplemental or Standard Releases.
5. **County Notifications.** Motorola will provide access to (a) Field Changes; (b) County Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
6. **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
7. **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the equipment to good operating condition. County will provide on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support.
8. **PremierCAD HP NonStop S-Series Services:**

High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
-------------------	--

Premier CAD HP NonStop Series hardware service plans coverage includes:

- Perform corrective service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola' call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP area Lead with rotational County Engineers based on geographical regions that will be responsible for providing service.
- Provide unlimited level 0 support provided by Motorola System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola Technical Support Team
- Escalation to Engineering for 4th level support as appropriate
- Telephone and Remote VPN support



- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
 - Repair or exchange of hardware component failures during the warranty term (as applicable)
 - Respond to County's support requests timely. Response criteria are based on severity level as described in Section III of this document.
9. **Decision Support System ("DSS") Products.** *(Applies to Motorola Premier CAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at a mutually agreed upon rate for professional services
 10. **Principle Period of Maintenance.** At County's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the County selected service level, provided County gives Motorola access to the equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at a mutually agreed upon rate for professional services.
 11. **Compliance to Local, County, State and/or Federal Mandated Changes.** *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, NCIC and state interfaces are not part of the covered Services.
 12. **Anti-virus Software.** At County's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of County's application. Motorola will respond to any reported problem as an escalated support call.
 13. **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
 14. **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
 15. **Annual System Performance Review and Report.** Motorola will prepare the following reports to include.

The following *applies to Premier CAD & HP NonStop Software only:*

- | | |
|--------------------------|--|
| (a) System Analysis | MEASURE: Evaluate disk and CPU load |
| | PEEK: Evaluate memory availability and use |
| | VIEWSYS: Evaluate use and availability of PCBs |
| | EMSA/TMDS: Review logs for hardware reports |
| | File Sizing Review file sizing on changeable files |
| (b) Pathway Analysis | Evaluate effectiveness of system configuration for current load |
| | Evaluate TCP/Server statistics |
| | Evaluate efficiency of server class maximum and minimum settings |
| (c) Performance Analysis | TMX Timings: Evaluate application response times |

The following *applies to Motorola Solutions® Computer Aided Dispatch Software with on Stratus ftServer only:*

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

Based on the Annual System Performance Review and Reports, Motorola Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

16. **Maintenance Contract Administration.** Motorola Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, the Motorola Contracts territory specialist will contact the County to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.2 **County Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support agreement to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in Motorola Maintenance and Support Agreement.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Motorola Maintenance and Support Agreement.
- 4.2.4 **Support on Hardware.** County will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola maintenance and support agreement. County will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola maintenance and support agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, County is responsible for any OS upgrades to the System. Before installing OS upgrades, County will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the County is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time

by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information the County provides on the Trouble Report form will assist Motorola Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.



Trouble Report Form

Agency Name:	<input type="text"/>	Motorola Solutions Case Number:	<input type="text"/>
Contact Name:	<input type="text"/>	E-mail Address:	<input type="text"/>
Contact Phone:	<input type="text"/>	Contact Fax:	<input type="text"/>
Severity Level:	<input type="text"/>	CAD Correction#:	<input type="text"/>
Subject:	<input type="text"/>		
Product/Version:	<input type="text"/>		

Problem Description:

Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate:

Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	<input type="text"/>
Step Two:	<input type="text"/>
Step Three:	<input type="text"/>
Step Four:	<input type="text"/>
Step Five:	<input type="text"/>
Step Six:	<input type="text"/>
Step Seven:	<input type="text"/>

Additional Steps:

Expected Results:

Actual Results:

Configuration Checked:

Contact Information**Motorola Contacts**

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Mike Burpoe Sr. Manager, Systems Support MVW436@motorolasolutions.com	(303) 527-4010
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764
David Harris Tier 1 - Technical Support Manager DavidHarris@motorolasolutions.com	(303) 527-4025
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 230-7032
Shelley Rhoads County Support Business Operations Manager srhoads@motorolasolutions.com	(951) 805-0105



EXHIBIT B
PRODUCT LIST AND PAYMENT SCHEDULE

Exhibit B

PRODUCT LIST AND PAYMENT SCHEDULE

Site Identification Numbers

Product	Site Identification	Service Level
PremierCAD™	PSA331700_(CAD)	24x7
HP NonStop	PSA331700_(CAD)	24x7 High Availability
NTI DR Net	PSA331700_(CAD)	24x7
PremierMDC™	PSA331700_(PMDC)	24x7

1. Ongoing Maintenance and Support Service Fees – Initial Contract Term

Product	Qty	Through 9/30/2014	Term 10/1/2014 - 9/30/2015
CAD Server License - Himalaya S7400 Series (1 Active, 1 Passive)	2	\$0.00	\$13,500.00
Motorola Geofile Utility (MGU) License	1	\$0.00	\$1,800.00
Universal Data Transfer (UDT) 4.0 License (1 Active, 1 Passive)	2	\$0.00	\$720.00
Advanced Workstation for Windows (PCAD/AWW) License	249	\$0.00	\$26,892.00
Open Query Server License (over 50 Workstations)	1	\$0.00	\$1,350.00
Open Query Client Licenses Per License Fee (over 50 Workstations)	130	\$0.00	\$6,435.00
ATM Client Licenses Per License Fee (over 50)	249	\$0.00	\$134,460.00
AVL Server License	1	\$0.00	\$3,240.00
E9-1-1 Interface Fee (1 Active, 1 Passive)	2	\$0.00	\$1,800.00
Spectracom WWVB Interface Fee (1 Active, 1 Passive)	2	\$0.00	\$1,800.00
Status Messaging Interface	1	\$0.00	\$1,800.00
Zetron 25 Interface Fee (1 Active, 1 Passive)	2	\$0.00	\$1,800.00
Tear and Run Interface Fee (1 Active, 1 Passive)	2	\$0.00	\$1,800.00
State Interface Fee	1	\$0.00	\$6,300.00
ATM/AVL Interface Fee (1 Way)	1	\$0.00	\$6,300.00
AWW to ProQA Interface	110	\$0.00	\$21,780.00
PremierCAD™ Primary System Total		\$0.00	\$231,777.00
Network Technologies - DRNet Software Maintenance	1	\$0.00	\$29,309.00
HP NS Series Non-Stop System Hardware/Software Maintenance	2	\$0.00	\$90,156.00
Third Party Products Total		\$0.00	\$119,465.00
PMDC Server License (1 Active, 1 Passive)	2	\$0.00	\$38,700.00



PMDC In-House Client License (Included in PMDC Server License)	2	\$0.00	\$0.00
PMDC Client License	1700	\$0.00	\$153,000.00
GPS Integrated Client Module	1700	\$0.00	\$15,300.00
ATMM Integrated Client Module	1700	\$0.00	\$306,000.00
PremierMDC™ System Total		\$0.00	\$513,000.00
User Conference Attendees	2	N/A	\$5,300.00
User Conference Total		\$0.00	\$5,300.00
Subtotal		\$0.00	\$869,542.00
Multi-System Discount (2.5% for 2 Motorola Subsystems)		\$0.00	(\$18,620.00)
User Conference Discount		\$0.00	(\$5,300.00)
Interface Sales Discount		\$0.00	(\$1,800.00)
Total		\$0.00	\$843,822.00

2. Professional Services

The following rates shall apply when annual Maintenance and Support Services are active:

Description	Hourly Fee
8am – 5pm Eastern Standard Time, Monday through Friday – 2 Hour Minimum	\$186
After 5pm Eastern Standard Time, Including Saturdays, Sundays, and Contractor Holidays – 2 Hour Minimum	\$279

The following rates shall apply when annual Maintenance and Support Services are inactive:

Description	Hourly Fee
8am – 5pm Eastern Standard Time, Monday through Friday – 2 Hour Minimum	\$372
After 5pm Eastern Standard Time, Including Saturdays, Sundays, and Contractor Holidays – 2 Hour Minimum	\$558

* Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of County request for time and material services.

3. Additional Public Safety and Public Service Applications

Miami-Dade County will receive a 5% Discount from the current published pricing for Additional Public Safety and Public Service Software Applications. Maintenance fees are not discountable. The following table contains the list of current applicable software licenses. Any required labor or integration is not included.



Computer Aided Dispatch Software		
CAD Workstations (charge per user)		
CAD Workstation without Mapping - CAD and AWW	\$708	\$108
CAD Workstation with Mapping - CAD and AWW and ATM	\$2,655	\$405
PREMIER UDT - Universal Data Transfer (one time fee)		
UDT License	\$4,720	\$720
OPEN QUERY		
Open Query Client Licenses Per License Fee (51 + workstations) - c	\$325	\$50
Mobile Mapping		
ATM Vehicle Client (1001+) - charge per user	\$590	\$90
Premier Mobile Data Software		
Premier MDC Client Software (charge per user)		
Premier MDC Client License (1001+ units)	\$590	\$90
Premier MDC In-house Client Software (additional copies) /	\$519	\$79
In-Vehicle Paging		
In-Vehicle Paging Server Software License (one-time fee)	\$3,540	\$540
In-Vehicle Paging Server Modem (one-time fee)	\$118	\$18
In-Vehicle Paging Client Module (charge per user)	\$71	\$11
POP3/SMTP Interface		
POP3/SMTP Server Interface Software License (one-time fee)	\$5,900	\$900
POP3/SMTP Client Interface License (charge per user)	\$59	\$9
Text-to-Voice Client		
Text-to-Voice Client Module (charge per user)	\$71	\$11
Bar Code Client Module		
Bar Code Client Module (Magstripe or Scanner - charge per user)	\$94	\$14
Premier Handheld Client Software (charge per user)		
Premier Handheld Client	\$472	\$72
Customer Service Request Software		
CSR Concurrent User License		
CSR concurrent user license	\$1,800	\$360
CSR Mobile Client License		
CSR Mobile Client License (per device license)	\$818	\$164



CHANGE ORDER # 1

Date:	04/02/13	
Project Name:	Miami-Dade Premier CAD Project Number 8479	
Project Number:	Contract No. 317	
Customer Name:	Miami-Dade County	
Customer Project Mgr:	Tom Estes	
Contract Number and Date	No. 317	Date: 12/26/2002

In accordance with the terms and conditions of the above identified contract between Miami-Dade County (the "County") and Motorola Solutions, Inc. ("Motorola"), the following terms and provisions are mutually agreed:

Purpose of Change Order

The purpose of this Change Order No. 1 is to incorporate the items agreed upon to close out the project as detailed below:

The parties agree to settle any and all open issues in connection with services provided, or to be provided in connection with the above Contract and Premier CAD System (the "System"), and address the future migration of this System to the Motorola PremierOne CAD system.

NOW THEREFORE, in consideration of the foregoing and the following undertakings, promises and releases, it is hereby agreed:

CONTRACT NO. 317 – CHANGE ORDER AGREEMENT

RECITALS

WHEREAS, the County purchased the Motorola Premier CAD System version 6.7.x (the "System") under Contract No. 317: System Agreement for Public Safety Computer-Aided Dispatching System for the Miami-Dade County dated December 26, 2002, including all supplements and amendments thereto (the "Contract"); and

WHEREAS, a dispute has arisen regarding both Motorola and the County's performance under the Contract; and



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WHEREAS, the County and Motorola wish to amicably settle any and all open issues in connection with the System and the Contract without any admission of fault or liability by either party; and

WHEREAS, the County and Motorola wish such settlement to address the future migration of this System to the Motorola PremierOne CAD System; and

WHEREAS, this Change Order Agreement is subject to the review and approval of the Miami-Dade County Board of County Commissioners;

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and following premises, promises, covenants, conditions, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is acknowledged, Motorola and the County agree as follows:

1. Motorola shall, upon the effective date of this Agreement, or upon the time that may otherwise be stated herein:
 - a. Waive the final acceptance payment of Premier CAD subsystem (currently estimated at \$836,718) and the final acceptance payment for the Premier Mobile Data Computer (PMDC) subsystem (currently estimated at \$123,343).
 - b. Waive the accrued maintenance and support fees attributable to the past five years of maintenance and support for the System (currently estimated at \$3,954,364).
 - c. Waive the remainder of the outstanding RMS payment milestones in the Contract (currently estimated at \$961,282.00).
 - d. Maintain the PMDC Computer Aided Dispatch (CAD) configuration unchanged, including the present functioning of the PPP flag.



- e. Within 180 days of the execution of this Agreement, Motorola will deliver and install new and latest recommended Hewlett Packard (HP) Nonstop Server hardware ("Nonstop Hardware") for its existing Premier Computer Aided Dispatch (PCAD) system, including Production and Disaster Recovery. Only the version of DRNET Disaster Recover applicable to the server hardware provided will be supplied and supported. Motorola is only responsible for the installation and integration of the version of DRNET software applicable to this installation.

- f. Within 180 days of the installation of the Nonstop Hardware, port County's current PCAD system to the new Nonstop Hardware and upgrade County's system to PCAD Version 7.0, maintaining all current County configurations and functionality. Such Nonstop Hardware will provide greater processing capacity than the current hardware, as further detailed in Informational Addendum #1.

- g. Motorola will be responsible for the installation of the Nonstop Hardware, System Software and the Motorola PCAD Server Application Software on the Nonstop Hardware. That Application Software load will support only the interfaces in production on the current system. Where any 3rd Party Application Software version is in use currently with those interfaces, Motorola will only provide the interface software for the versions in use as of 12/1/2012. Motorola will provide the PCAD 7.0 Workstation Application Software on 5 existing production workstations. It will be the responsibility of the County's Information Technology personnel to install the Motorola Workstation Application and any applicable Microsoft operating system software on the remaining existing County CAD Workstations. Motorola is not responsible for the installation of any Microsoft Application software such as Windows7 to support the PCAD



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Workstation software or any other 3rd party products that may require Windows 7 or newer operating systems. If additional memory or processor is required to support future releases of 3rd party products in use at the County, it will be the responsibility of the County to purchase and install such hardware. The County is responsible for all network hardware, throughput and connections among the various sites and the workstations at those sites. Motorola will quote integration services as requested by the County to interface or integrate any additional technologies or new versions of technologies not already on the existing PCAD in operation.

- h. Within 180 days of the execution of the Agreement, provide System Administrator/HP Nonstop Hardware Administrator training. The training will consist of a two-day class on site for up to four (4) people.
- i. Within 180 days of the execution of this Agreement, install a standard demo build of PremierOne CAD version 3.1.6 on the County's P1 Test Servers already in place. This version may be used by the County CAD administrators, on their own, to gain a deeper understanding of the PremierOne application. The County will have thirty (30) days from the date of full execution of this Agreement to inform Motorola in writing of its intention to use the existing P1 Test hardware to house the demo build. If no notice is provided, the hardware will be deemed to have been repurposed and Motorola will not be obligated to install the demo version.
- j. Provide periodic status updates regarding the product development of released versions of PremierOne CAD upon request, including release notes to explain new features and functions, as available.
- k. If at any time prior to December 31, 2017, the County desires to migrate to PremierOne CAD, the County may obtain PremierOne CAD licenses for



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the then current version of the PremierOne CAD product for the existing P1 Migration discounts currently in effect (P1 Application Software License fees, at no charge) provided the County maintains a current and continuous fully executed Maintenance and Support Agreement in place and all applicable payments by the County are paid up to date.

2. The County shall, upon the effective date of this Agreement unless some other time is so indicated:
 - a. Accept the PCAD system in its present state. The County shall pay Motorola, within forty-five (45) days of a proper invoice, for the CAD and PMDC license fees that are outstanding (currently estimated at \$616,715).
 - b. Motorola will not provide any further work in connection with the following three requirements: (1) Dispatch 20 or more units from single screen, 2) Temporary Fire/EMS unit capability, and (3) EDACS radio interface.
3. Upon the execution of this Agreement, the parties will simultaneously execute the Master Purchase Agreement No. BW9745-3/25 (MPA) which includes a Maintenance and Support Services Plan for the Premier CAD and Mobile System. Commencing October 1, 2014, the County will be invoiced for twelve (12) months of maintenance on that date, and Miami-Dade will pay Motorola within forty-five (45) days of the date of invoice and as further set forth in the Product List and Payment Schedule within the MPA. Commencing on October 1, 2014, the System will be in maintenance pursuant to the terms of the MPA.
4. Except as listed herein or pursuant to the terms of Contract BW9745-3/25, neither party shall have any further obligations under the Contract.
5. If the County or Motorola breaches a material obligation under this Agreement (unless caused by the other party or a Force Majeure causes such failure of performance); if County breaches a material obligation under the Software License Agreement that



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governs the Software covered by this Agreement; or if County fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, the non-breaching party may consider the breaching party to be in default. If the non-breaching party asserts a default, it will give the breaching party written and detailed notice of the default and the breaching party will have thirty (30) days thereafter to (i) cure the default, or (ii) provide a written plan to cure the default that is acceptable to the non-breaching party. If the breaching party provides a cure plan, it will begin implementing the cure plan immediately after receipt of the non-breaching party's approval of the plan.

6. This Agreement, along with the MPA, sets forth the final and complete responsibilities of the parties, settles and concludes any and all issues in dispute regarding the above referenced System. Except as set forth herein, the undersigned parties represent and warrant that they have the right, power and authority to execute this Change Order Agreement; they agree to forever waive and discharge each other as applicable, their successors, predecessors, parents, subsidiaries, assigns, officers, directors, employees and agents, for all rights they may presently have, or may have in the future; and that this Change Order Agreement hereby sets forth the final settlement of all matters, obligations, liabilities, claims, lawsuits, demands, causes of action, rights, damages, costs or attorneys' fees, expenses, and compensation whatsoever, known or unknown, foreseen or unforeseen, whether at law or in equity, whether sounding in contract, tort, or otherwise, by reason of any act, omission, matter, cause, or thing whatsoever related in any way in connection with the performance of the work or operation of the System.
7. This Agreement, along with the MPA, contains the sole and entire agreement between parties regarding the subject matter herein, and it may not be modified without mutual written assent. This Agreement, along with the MPA, supersedes and replaces all prior negotiations and proposed agreements (whether oral or written) between the parties.

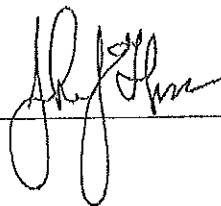


- 8. No Admission of Liability: Neither the existence of this Agreement, nor the settlement and release accomplished by this Agreement, shall be cited, used, construed, or interpreted as an admission of liability by either party. It is expressly agreed that all liability of any kind whatsoever to the other is denied and that the sole purpose of this Change Order Agreement is to avoid the costs and risks attendant to litigation.

IN WITNESS WHEREOF the parties have executed this Change Order Agreement as of the last date signed below.

Motorola Solutions, Inc.

Miami-Dade County

By:  _____

By: _____

Name: John Thompson

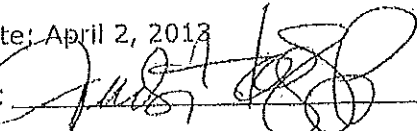
Name: Carlos A. Gimenez

Title: MSSSI Vice President

Title: Mayor

Date: April 2, 2013

Date: _____

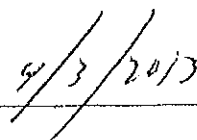
By:  _____

Corporate Assistant Secretary (seal)

Reviewed

Date:

by:  _____
Motorola Project Manager





Informational Addendum #1 to Change Order No. 1

1. Functionality and Performance of PCAD 7.0

1.1. PCAD 7.0 includes numerous enhancements that include the following:

- Configurable label for 9-1-1
- Caller Phone added to Incident Recall
- Auto launch of Initiation screen when telephony data is received
- Added a modifiable free text field to the Incident Update and Fire Dispatch forms
- Added a display only free text field to the Law Dispatch form
- Display disposition description in drop down lists
- Alternate ON form (putting unit on duty)
- Add modifying circumstance to AWW status monitors
- FBI CJIS compliant encryption between Open Query and the CAD client

1.2. PCAD 7.0 also includes some internal improvements

- Support of Windows 7
- Support of SQL 2008 on Friends of CAD Servers
- Support of Virtual machines (Friends of CAD Servers only not Clients)
- Upgraded client development tools using Delphi 2010

2. Technical

2.1. Premier CAD 7.0 vs. Premier CAD 6.7.x

During the development of Premier CAD 7.0 there was a concentrated effort to execute comprehensive testing against the major components of the CAD system including the Incident Initiation, Incident Update, Incident Dispatch transactions and others. During the testing and



subsequent analysis, code performance issues were identified which could be visible to the customer in the form of 'dotting' on the command line, skipped incident numbers, and client/status monitor hangs. The method used to resolve these issues was to implement a more streamlined, efficient and hardened method of monitoring and recovering from transient errors that occasionally occur when executing the business transactions monitored by the Transaction Monitoring Facility (TMF).

While TMF was used to accomplish similar business transactions in the 6.7.x implementations, the performance was not optimal due to the way the roll back and recovery of a record was executed. For example, Incident Initiation has many individual processes to complete, such as address validation, duplicate incident check, previous incident check, premise/hazard check, etc. The 6.7.x implementation took all those processes and included them in one TMF business transaction. If any problems occurred with any element of that transaction, TMF would 'roll back' or reset all the way to the beginning of the combined transaction. In this particular scenario the result intermittently would be the client hanging with dotting, the incident number being reset and when the next incident is created, the original incident number was skipped.

The new business transaction model implemented in the core features of PCAD version 7.0 is designed to encompass only those actions that modify the database and therefore only restore the state of the database when a modifying action is not completed successfully. Therefore, if a problem occurs within say the Initiation process, TMF will "roll back" or reset to the last "good" initiation transaction only. Because each transaction is smaller and wrapped around modifying actions, one error being logged and recovered does not affect the other processes or transactions. As other similar issues were identified with major components of the system, this parsing of the business transactions was implemented to improve and resolve these performance areas.



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While the improvements in PCAD 7.0 code were primarily made to eliminate “dotting and clients hanging” the end result provided a reduction in processing times. This performance improvement was through the ability to process more transactions in less time by removing the interruptions and re-processing of transactions caused by previous TMF based transaction inefficiencies in the 6.7.x code. The overall performance of any system as a whole is fluid due to unplanned spikes that occasionally occur in the number of incidents being processed per hour. Given that fluidity, no response time estimates can be absolute. That said, the expectation is that with the implementation of the new Itanium Nonstop NS1204 servers provided at no charge by Motorola, Miami-Dade County can expect the typical response times to execute at comparable or better speeds than those commonly done today.