

# MEMORANDUM

Agenda Item No. 8(F)(2)

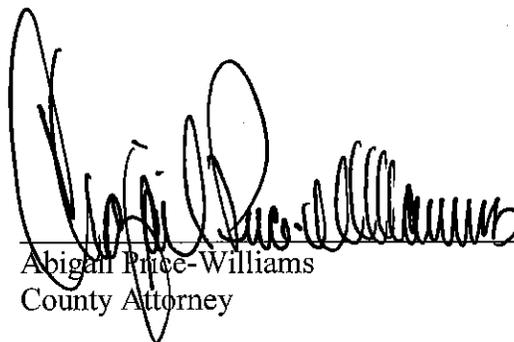
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** April 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving the settlement of adversary proceeding in Bankruptcy Court styled David S. Rubin, Chapter 11 Trustee of Thinkstream v. Miami-Dade County, Case No. 15-0108; approving assignment of Contract No. RFP 748 titled Miami-Dade County Prisoner Processing Arrest Form Automation Solution, as amended pursuant to the terms set forth in the Assignment Agreement by and among Miami-Dade County, David S. Rubin in his capacity as Chapter 11 Trustee for the Bankruptcy Estate of Thinkstream, Inc., and Thinkstream Acquisition LLC.; and authorizing the County Mayor to execute the Assignment Agreement and to enforce the terms contained therein

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



Abigail Price-Williams  
County Attorney

APW/jls

# Memorandum



**Date:** April 5, 2016

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
County Mayor

Abigail Price-Williams  
County Attorney

Handwritten signatures of Carlos A. Gimenez and Abigail Price-Williams. The signature of Carlos A. Gimenez is written over the signature of Abigail Price-Williams.

**Subject:** Resolution Approving Settlement of Adversary Proceeding in Bankruptcy Court styled *David S. Rubin, Chapter 11 Trustee of Thinkstream v. Miami-Dade County*, Case No. 15-0108; Approving the Assignment of Contract No. RFP 748 titled Miami-Dade County Prisoner Processing Arrest Form Automation Solution as Amended Pursuant to the Terms Set Forth in the Assignment Agreement By and Among Miami-Dade County, David S. Rubin, in his Capacity as Chapter 11 Trustee for the Bankruptcy Estate of Thinkstream, Inc., and Thinkstream Acquisition LLC; and Authorizing the County Mayor or County Mayor's designee to Execute the Assignment Agreement and Enforce the Terms Contained Therein

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (the "Board") adopt the attached resolution: 1) approving the settlement of the adversary proceeding in bankruptcy court styled *David S. Rubin, Chapter 11 Trustee of Thinkstream v. Miami-Dade County*, Case No. 15-0108 (the "Action"); 2) approving the assignment agreement of Contract No. RFP 748, titled Miami-Dade County Prisoner Processing Arrest Form Automation Solution (the "Contract"), as amended pursuant to the terms set forth in the assignment agreement (the "Assignment Agreement") by and among Miami-Dade County (the "County"), David S. Rubin, in his capacity as Chapter 11 Trustee for the Bankruptcy Estate of Thinkstream, Inc. (the "Trustee"), and Thinkstream Acquisition, LLC. ("TAL"); and 3) authorizing the County Mayor or County Mayor's designee to execute the Assignment Agreement and enforce the terms contained therein.

## **SCOPE OF AGENDA ITEM**

This item seeks approval of the settlement of the above-referenced Action filed against the County and the assignment of the Contract, as amended pursuant to the terms set forth in the Assignment Agreement, which is the subject of the Action. The Contract required that Thinkstream, Inc. develop an automated arrest form software application to allow all law enforcement agencies in Miami-Dade County to utilize electronic arrest forms, obviating the need for paper forms and expediting the entire arrest process. Thinkstream, Inc. did not timely perform its obligations under the Contract, including resolving critical issues with the software application, and in the middle of 2015 was put into an involuntary Chapter 11 bankruptcy. Subsequently, the Trustee filed the Action against the County seeking \$610,900 in damages in connection with the Contract. The County disputes that any monies are owed to Thinkstream, Inc. Instead, any funds withheld by the County are due to Thinkstream, Inc.'s non-performance in not resolving critical software application issues. As part of the settlement, the County and the Trustee have agreed to assign the Contract, as amended by the Assignment Agreement, to TAL, an entity that has acquired Thinkstream, Inc.'s assets in bankruptcy. The Assignment Agreement amends the Contract in the following ways: 1) the term of the Contract will now be a two year term with two options to renew for one year each; 2) the payment schedule is amended to reflect that the County will pay TAL the \$52,000 withheld from Thinkstream, Inc. to resolve all of the critical issues left open by Thinkstream, Inc. when it went into bankruptcy; and 3) the software application's source code will be deposited with the County, and not in an escrow account with a third party, adding another layer of protection for the County in the event of any software application failures.

### **FISCAL IMPACT/FUNDING SOURCE**

The fiscal impact to the County's General Fund is \$252,200 for the initial two-year term. That amount includes \$52,200 to resolve the pending critical issues and \$200,000 for maintenance and support. In addition, the County will have the option to exercise two (2) renewals of one-year per renewal for a total of two (2) additional years at a total cost of \$400,000 (\$200,000 annually). This is the same annual rate for maintenance and support provided for in the original Contract (\$200,000 per year), as a result all of these amounts are budgeted for this Contract by the Information Technology Department ("ITD").

### **TRACK RECORD/MONITOR**

The Assignment Agreement will be monitored by Magaly Hernandez, Division Director of Public Safety Applications, ITD.

### **BACKGROUND**

On August 24, 2011, the County entered into the Contract with Thinkstream, Inc. to develop a software solution that would convert arrest forms into an electronic format. The software solution would make arrest information available prior to arrestee arrival to the Miami-Dade Corrections and Rehabilitation Department ("MDCR") and the Juvenile Services Department ("JSD"), expediting the booking process, incorporating workflows, and facilitating data sharing and reporting. The County previously used a paper arrest form for the processing of this information. The paper-based arrest process resulted in operational inefficiencies among all Miami-Dade County criminal justice entities. For example, it prolonged on-duty police officer stays at MDCR and JSD during the booking process, reducing their availability to be out policing the community. The automation of the arrest form has almost eliminated this paper-based process, making the information available to MDCR, JSD and criminal justice agencies in real-time. Currently, 94 percent of arrest forms are being processed electronically using this software, with 100 percent utilization expected in the coming months.

After Thinkstream, Inc. was awarded the Contract, however, its representatives admitted to having underestimated the level of effort and complexity required to develop and maintain this software leading to delays and numerous critical performance issues that Thinkstream, Inc. was unable to resolve. On May 11, 2015, an involuntary bankruptcy petition was filed against Thinkstream, Inc. by several creditors. On July 9, 2015, Thinkstream Inc. consented to a voluntary bankruptcy case in the United States Bankruptcy Court for the Middle District of Louisiana, and David S. Rubin was appointed as Trustee. On October 21, 2015, the Trustee filed the above-mentioned Action in Bankruptcy Court against the County, seeking to recover \$610,900 in damages claimed to be owed to Thinkstream, Inc.

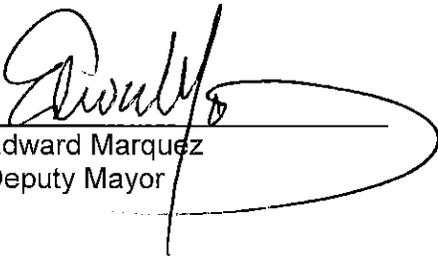
TAL, a private investment company, recently purchased substantially all of the assets of Thinkstream, Inc. through a liquidation sale in the bankruptcy case. In an effort to obtain the needed maintenance and technical support for the software application, and to resolve the Action, the County and Trustee have agreed to resolve this matter by assigning the Contract to TAL. As part of the assignment, TAL will assume all of Thinkstream, Inc.'s contractual liabilities and responsibilities. To work on the Contract, TAL hired the creators of the software with the most technical knowledge to help ensure operational continuity. In addition, TAL is recruiting additional technical staff to augment programming expertise.

The Assignment Agreement amends the term of the Contract. The original Contract with Thinkstream, Inc. was for an initial term of two (2) years followed by five options to renew lasting two (2) years each for a maximum total of 12 years. At the time that Thinkstream, Inc. entered bankruptcy, the Contract was in the second year of the first option to renew period. The Assignment Agreement amends the term of the Contract to an initial term of two (2) years, beginning at the time of execution of the Assignment Agreement, followed by two (2) additional one-year options to renew for a maximum total of four (4) years.

The Assignment Agreement also amends the payment schedule of the Contract. At the time that Thinkstream, Inc. entered bankruptcy, the County had paid Thinkstream, Inc. \$147,800 out of \$200,000 for maintenance and support for the second year of the first option to renew period. The County withheld \$52,200 from Thinkstream, Inc. for critical software application issues that Thinkstream, Inc. had not resolved. TAL has agreed to resolve all of these pending critical issues within the first 105 days of the initial two-year term and upon completion of this work will be paid that \$52,200. The County will then pay TAL the amount of \$200,000 for maintenance and support during the remainder of the initial two-year term. After that, the County will pay TAL \$200,000 for each one-year option to renew that the County exercises, up to a maximum of \$400,000 if both one-year options to renew are exercised.

The Assignment Agreement also amends the Contract by requiring that the source code for the software application be deposited with the County and not with a third party escrow agent, as an additional protection against any potential future software failures. This mitigates the possibility of any future interruption in the use of the software application in the event of a contractual dispute. As part of the Assignment Agreement, the Trustee will also dismiss the Action against the County with prejudice.

The County believes this resolution is fair, reasonable, and beneficial since it allows for the resumption of much needed maintenance and technical support of the automated arrest form software application. Without vendor technical support, outstanding critical issues will remain unresolved, creating further delays and could result in forcing law enforcement agencies to revert to a paper-based system.



Edward Marquez  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** April 5, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(2)

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
- Statement of social equity 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. 8(F)(2)  
4-5-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE SETTLEMENT OF ADVERSARY PROCEEDING IN BANKRUPTCY COURT STYLED DAVID S. RUBIN, CHAPTER 11 TRUSTEE OF THINKSTREAM V. MIAMI-DADE COUNTY, CASE NO. 15-0108; APPROVING ASSIGNMENT OF CONTRACT NO. RFP 748 TITLED MIAMI-DADE COUNTY PRISONER PROCESSING AREST FORM AUTOMATION SOLUTION, AS AMENDED PURSUANT TO THE TERMS SET FORTH IN THE ASSIGNMENT AGREEMENT BY AND AMONG MIAMI-DADE COUNTY, DAVID S. RUBIN IN HIS CAPACITY AS CHAPTER 11 TRUSTEE FOR THE BANKRUPTCY ESTATE OF THINKSTREAM, INC., AND THINKSTREAM ACQUISITION LLC.; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE ASSIGNMENT AGREEMENT AND TO ENFORCE THE TERMS 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 hereby (1) approves the settlement of the adversary proceeding in Bankruptcy Court styled David S. Rubin, Chapter 11 Trustee of Thinkstream v. Miami-Dade County, Case No. 15-0108; (2) approves the assignment of Contract No. RFP 748 titled Miami-Dade County Prisoner Processing Arrest Form Automation Solution, as amended pursuant to the terms set forth in the Assignment Agreement by and among Miami-Dade County, David S. Rubin in his capacity as Chapter 11 Trustee for the Bankruptcy Estate of Thinkstream, Inc, and Thinkstream Acquisition, LLC., (the "Assignment Agreement"); and 3) authorizes the County Mayor or County Mayor's designee to execute the Assignment Agreement, a copy of which is attached hereto as Exhibit A and is incorporated by this reference, and to enforce all of the terms 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:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

D.F.

Daniel Frastai

# Exhibit A

Assignment Agreement  
David S. Rubin as Trustee for Thinkstream, Inc.,  
Miami-Dade County and Thinkstream Acquisition, LLC.

## ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and among Miami-Dade County ("County"), David S. Rubin ("Trustee"), in his capacity as Chapter 11 Trustee for the bankruptcy estate of Thinkstream, Inc. ("Estate", "Thinkstream, Inc.", or "Assignor") and Thinkstream Acquisition, LLC, a Louisiana limited liability company ("Assignee") (collectively the "Parties"), and shall become effective on the Effective Date described below.

WHEREAS, on or about August 24, 2011 the County and Assignor entered into a contract titled Miami-Dade County Prisoner Processing Arrest Form Automation Solution RFP 748, as amended by Amendment Nos. 1 and 2, and all supplementary agreements, including without limitation, the Software Escrow Agreement dated May 1, 2014 and Source Code Escrow Agreement dated June 20, 2014, under which the County has the right to exercise an option to renew for five (5) additional two (2) year terms, for a maximum of twelve (12) years (the "Contract"); and

WHEREAS, on May 11, 2015, an involuntary bankruptcy petition was filed against the Assignor by several petitioning creditors; and on July 9, 2015, the United States Bankruptcy Court for the Middle District of Louisiana (the "Bankruptcy Court") entered an Order for Relief against Thinkstream, Inc. in Case Number 15-10553 entitled In re Thinkstream Incorporated of Delaware (the "Bankruptcy Case"); and on July 9, 2015, David S. Rubin was appointed pursuant to section 1104 of the Bankruptcy Code as the Chapter 11 Trustee; and

WHEREAS, on October 21, 2015 the Trustee filed a complaint in the Bankruptcy Court against the County, styled *David S. Rubin, Chapter 11 Trustee of Thinkstream, v. Miami-Dade County*, adversary proceeding case no. 15-01081, asserting claims arising from the Contract ("Adversary Proceeding"); and

WHEREAS, the Parties acknowledge and agree that the County prepaid Assignor \$147,800 for annual maintenance under the Contract prior to the filing of the Bankruptcy Case, and that no other or further fees are currently owed by the County thereunder; and

WHEREAS, Trustee filed the following two motions: 1) a Motion for Orders (I)(A) Authorizing and Approving Bidding and Sale Procedures for the Sale of Substantially All of the Debtor's Assets Free and Clear of All Liens, Claims and Interests and (B) Authorizing and Approving Notice of Procedures Setting a Hearing Date for Sale Hearing, and (II) for Related Relief (the "Sale Motion," P-339); and 2) Motion for Order Approving Assumption and Assignment of Executory Contracts in Connection With the Order Authorizing and Approving Bidding and Sale Procedures for Substantially all of the Debtor's Assets Free and Clear of all Liens, Claims and Encumbrances (the "Assumption and Assignment Motion," P-395, as amended by P-398); and

WHEREAS, the Bankruptcy Court entered an order on December 23, 2015, [ECF No. 454], and related Findings of Fact and Conclusions of Law, [ECF No. 452] (together, the "Sale Order"), authorizing the Trustee to sell substantially all of the Estate's assets, and assume and assign Estate contracts, to the Assignee pursuant to that certain Asset Purchase Agreement dated

as of December 16, 2015, [ECF No. 454, attached to Sale Order] (the "APA"), but the Sale Order and APA specifically excludes the Contract from sale, or assumption and assignment (APA, Schedule C); and

WHEREAS, the APA provides that Assignee may elect to have the Trustee seek to assume and assign the Contract to Assignee for no additional consideration. (APA, Schedule C); and

WHEREAS, the APA provides that unless otherwise agreed to by the Parties, Assignee shall transmit such election, in writing, to the Trustee no later than the earlier of: (a) confirmation of a plan of liquidation or reorganization, or (b) the filing of a motion to: (i) convert the case to a case under another chapter of the Bankruptcy Code, (ii) reject the Contract, or (iii) hold that the Contract is not executory; and after Assignee transmits its election, Trustee shall take such steps as deemed necessary by the Parties to have the Contract assumed and assigned to Assignee upon the prior written consent of the County, or after notice and hearing; and

WHEREAS, execution of this Assignment Agreement by the Assignee constitutes Assignee's election to have the Trustee assume the Contract, and assign it, as amended by the terms and conditions set forth herein, to the Assignee; and

WHEREAS, execution of this Assignment Agreement by the County constitutes the County's prior written consent to have the Trustee assume the Contract, and assign it, as amended by the terms and conditions set forth herein, to the Assignee; and

WHEREAS, execution of this Assignment Agreement by the Trustee constitutes the Trustee's agreement to comply with the terms and conditions of assumption and assignment set forth in Schedule C of the APA, as incorporated by the Sale Order; and

WHEREAS, the Parties deem it necessary to obtain from the Bankruptcy Court an order, in a form agreed to by the Parties, approving this Assignment Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, Trustee, and Assignee intending to be legally bound, agree that the Contract, as amended by the terms and conditions set forth herein, is hereby assigned to Assignee subject to the terms of this Assignment Agreement:

1. **Assignment from Debtor-Assignor.** Trustee, on behalf of the Estate, hereby assigns and transfers to Assignee, as of the Effective Date, all of the right, title, obligation and interest of the Estate in and to the Contract. The Trustee and the Estate shall have no further or future obligations or rights under the Contract after the Effective Date.

2. **Assignment to Assignee.** Assignee hereby accepts said assignment and assumes all liabilities, known and unknown, accrued or which shall accrue under the Contract as amended herein, and accepts and assumes the responsibility for the observance and performance of each and every term, covenant and condition of the Contract as amended herein.

Assignment Agreement  
David S. Rubin as Trustee for Thinkstream, Inc.,  
Miami-Dade County and Thinkstream Acquisition, LLC.

3. **Bankruptcy Court Approval.** The Parties shall submit an agreed order approving the Sale Motion and the Assumption and Assignment Motion (the "Agreed Order") in accordance with local rules and the Bankruptcy Court's directives.

4. **Effective Date.** This Assignment Agreement shall become effective on the date that the Bankruptcy Court enters the Agreed Order and the Order of Dismissal referenced in Paragraph 9, and if not entered on the same date then on the date the latter order is entered, and such orders becomes final and non-appealable (the "Effective Date").

5. **Source Code.** The Source Code provisions of the Contract shall be amended as follows: (a) on, or no later than five (5) calendar days after the Effective Date ("Release Date"), the Parties shall take all steps necessary to release the Source Code and its supporting documentation from the escrow established under the Source Code Escrow Agreement; (b) the Source Code Escrow Agreement shall be deemed terminated as of the Release Date; (c) the Source Code shall thereafter be deposited directly with the County, and not with an escrow agent, for the duration of the licenses granted to the County under the Contract, and (d) Assignee shall make monthly deposits to the County of all updates to the Source Code and its supporting documentation unless notified otherwise by the County.

6. **Contract Term.** The duration of the Contract shall be for two (2) years with two (2) one (1) year options to renew for a maximum term of four (4) years. The County's performance and obligation to pay under this Contract are contingent upon an annual appropriation by its Board of County Commissioners ("BCC"). 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.

7. **Maintenance and Technical Support.** The fees under the Contract for maintenance and technical support shall be amended as follows: (a) The County shall pay the sum of \$52,200 in a lump sum after Assignee resolves to the County's satisfaction all of the severity 1 and 2 product issues identified in the "Project Issues Log" attached hereto as Exhibit 1. All severity 1 and 2 product issues must be resolved within 105 calendar days from the Effective Date of this Assignment Agreement; (b) Thirty (30) calendar days after the resolution and payment for the severity 1 and 2 product issues identified in the attached Project Issues Log, the County will pay a maintenance fee in monthly installments. The monthly fee will be calculated by dividing \$200,000 by the number of months then remaining in the initial 2 year term; (c) The fee for each Optional Renewal Term shall be \$200,000 for each year, which shall be payable in twelve (12) monthly installments after the County receives an invoice from the Assignee that is prepared in accordance with the terms set forth in the Contract; and (d) No other or further payments from the County shall be due under the Contract as amended herein.

8. **Release.** On the Effective Date, the County shall be deemed released from any and all claims that the Trustee acting on behalf of the Estate, or the Assignee, has or may have against the County, including, without limitation, the Adversary Proceeding.

9. **Dismissal of Adversary Proceeding.** Trustee and the County shall file a Joint Motion of Dismissal with Prejudice of the Adversary Proceeding, with all parties bearing their own costs and fees, along with a proposed order of dismissal (the "Order of Dismissal").

10. **Notices.** Notices related to the Contract and this Assignment Agreement shall be provided in writing to the addresses listed here:

(1) To the County Project Manager:

Miami-Dade County  
Information Technology Department  
5680 S.W. 87 Ave.  
Miami, FL 33173  
Attention: Magaly Hernandez  
Phone: 305-596-8820  
E-mail: mhs@miamidade.gov  
and to the County Contract Manager:

Miami-Dade County  
Internal Services Department, Procurement Management Services  
111 N.W. 1st Street, Suite 1300  
Miami, FL 33128-1974  
Attention: Tiondra Wright  
Phone: (305) 375- 1196  
E-Mail: tiondra@miamidade.gov.

(2) To the Contractor:

Thinkstream Acquisition, LLC  
2638 S. Sherwood Forest Blvd #222  
Baton Rouge, LA 70808  
Attention: Matthew Teague  
Phone: (225) 291-5440  
E-mail: mteague@thinkstream.com

11. **Authority.** All Parties agree, represent and warrant that the execution, delivery and performance hereof by each Party is within that Party's corporate powers and have been duly authorized by all necessary corporate or other action and that this Assignment Agreement constitutes its legal, valid and binding obligation.

12. **Assignment Agreement Governs.** All terms, covenants and conditions of the Contract and amendments shall remain in full force and effect, except to the extent modified by this Assignment Agreement. To the extent any of these terms and conditions of the Assignment

Assignment Agreement  
David S. Rubin as Trustee for Thinkstream, Inc.,  
Miami-Dade County and Thinkstream Acquisition, LLC.

Agreement conflict with the Contract the terms and conditions of this Assignment Agreement shall govern.

13. **Counterparts.** This Assignment Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

14. **Venue.** Any claims, legal proceeding or litigation arising in connection with the Contract or this Assignment Agreement shall be brought solely in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, and the Assignee is deemed to consent to the jurisdiction of such court.

15. **Approval by BCC.** This Assignment Agreement is subject to approval by the Miami-Dade County Board of County Commissioners.

Assignment Agreement  
David S. Rubin as Trustee for Thinkstream, Inc.,  
Miami-Dade County and Thinkstream Acquisition, LLC.

In witness whereof, the Parties have executed this Assignment Agreement to County Contract  
Miami-Dade County Prisoner Processing Arrest Form Automation Solution No. RFP 748

David S. Rubin, in his capacity as Trustee for Estate of Thinkstream, Inc. (Debtor-Assignor)

Signature: 

Name: David S. Rubin

Title: Chapter 11 Trustee

Date: 03/01/2016

Attest: \_\_\_\_\_  
Corporate Secretary/Notary

Thinkstream Acquisition LLC (Assignee)

Signature: 

Name: Matthew Teague

Title: CEO

Date: 2/26/2016

Attest:   
Corporate Secretary/Notary

Miami-Dade County

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of the Board

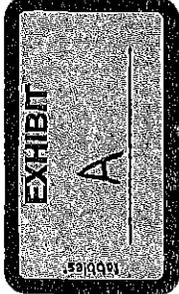
Approved as to form and legal sufficiency for the County

\_\_\_\_\_

A-Form Application Open Issues

Issue No.	Issue Type	Module	Severity	Priority	Description	Agency	Date Started	Impact
2901	Support	AFM	1 - Critical	1	PRODUCTION ISSUE: Several A-forms have an "F" or "FL" as part of the defendant's last name.	SAO		Defendants are booked with an Alias that is not his/her real name. High impact to County operations.
2894	Support	AFM Search	1 - Critical	2	Production issue: The SEARCH functionality by airband ID only returns 5 results by page instead of 10 as the rest of application works.	ITD		This affects the normal operations leaving A-Forms unprocessed at TKG. High impact to County operations.
2902	Support	AFM Calendar	1 - Critical	3	Production Support: A-Forms for just Warrants are not printing in the calendar. The original A-Form is printed instead. Calendar needs to be printed by the jail number.	COC		The A-Form used on the BW arrest is not printed. The one printed is the original one. Justice Agencies need to print manually the missing A-Form. Defendant not charged with additional charges. High impact to County operations.
2764	Support	AFM	1 - Critical	4	Unprocessed additional A-Forms with proposed JAC numbers are not sent to SAO as referrals after 36 hours. They remain in the JSD Task List.	SAO		Mandated by FDLE. Colors has been added in the AFM.
2906	Support	MRC	1 - Critical	5	Add new color nails to the MRC (BLU=Blue, GRN=Green, ONG=Orange, PLE=Purple, PNK=Pink)	ITD		Foreign country addresses are not supported in the application. Wrong information being entered.
2626	Support	AFM Entry	1 - Critical	6	A-Form entry should allow an address outside of US for witnesses.	ITB	11/7/2013 0:00	Witness address needs to be validated in order to mail the court subpoenas. High impact problem affects County operations.
2622	Defect	AFM Entry	1 - Critical	6	Entry - Witness address must have street, city, state validation.	Thinkstream	6/7/2012 0:00	
2631	Defect	AFM Entry	1 - Critical	7	MRC - Changing POB country/state - if country is modified to a country that does not require a state, the application defaults to originally entered state and does not allow its removal.	ITD	2/20/2014 0:00	This is bug and the A-Form could be processed with the wrong information. A paper arrest form would need to be completed as the application does not allow country or territory codes. Hindering operations.
2033	Defect	AFM	1 - Critical	8	For Out of State Fugitive warrants, the state field should allow and validate another countries and US territories codes.	ITD	41591	Causes rejection, delays, officer overtime, support calls and/or generate Paper A-Form. Data integrity issue.
2907	Defect	AFM	1 - Critical	9	Production Support: The arrest address allows to enter an invalid state (Ex: F). This causes error in CIS, rejections and delay the booking process.	JSD		

14



A-Form Application Open Issues

Issue No.	Issue Type	Module	Severity	Priority	Description	Agency	Date Started	Impact
2897	Support	AFM	1 - Critical	10	Production Support: A-Form is approved without supervisor credentials and signature. Supervisor has approved more than 200 A-Forms before. A-Form can't be located by searching any numerical identifiers. Officer has to create a new one.	MDPD		This is a bug. A-Form is missing a signature, then it is not a legal affidavit and defendant can be released in ROR. High impact to County operations.
2882	Support	AFM Workflow	1 - Critical	11	Production Support: Civil Citation Bounced out was partially booked and the status changed to "Civil Citation". JSO nor SAO can't reject to MDPD officer for modifications, button was not available.	MDPD		This is bug. Booking process needs to be completed manually by JSO and be completed manually by JSO and ITD. High impact County operations.
2864	Support	AFM Workflow	1 - Critical	12	Production Issue: Supervisor from Florida City can't Approve or Reject an A-Form. Officer had to create a new one. Buttons are not available.	Florida City PD		This is bug. Officers needs to create a new one. A-Forms remains in the system and can't be used or deleted. High impact County operations.
2870	Support	AFM Workflow	1 - Critical	12	Production Issue: Officers and/or supervisor are unable to open an A-Form after being rejected or resubmitted again. See Hialeah Gardens Police case: 150163	ITD		This is bug. Officers needs to create a new one. A-Forms remains in the system and can't be used or deleted. High impact County operations.
2880	Support	AFM	1 - Critical	12	Production Issue: A-Form in Pending Approval status from Miami PD gives an error when it is opened and it can't be rejected or approved. Buttons are not present.	Miami PD		This is bug. Officers needs to create a new one. A-Forms remains in the system and can't be used or deleted. High impact County operations.
2885	Support	AFM	1 - Critical	12	Production Support: A-Form from Miami Beach PD can't be approved by supervisor. Button is not available. Police case: 201500025772	Miami Beach PD		This is bug. Officers needs to create a new one. A-Forms remains in the system and can't be used or deleted. High impact County operations.
2895	Support	AFM Workflow	1 - Critical	12	Production Issue: Supervisor can't approve or reject A-Form in pending approval status. several municipalities have the same issue.	ITD		This is bug. Officers needs to create a new one. A-Forms remains in the system and can't be used or deleted. High impact County operations.

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A-Form Application Open Issues

Issue No.	Issue Type	Module	Severity	Priority	Description	Agency	Date Started	Impact
2686	Defect	AFM	1 - Critical	13	Advanced Search - soundex results not accurate	MDPD	3/14/2014 6:00	This is a bug. A-Form can't be located. Inaccurate search results
2888	Support	AFM Search	1 - Critical	13	Production Support: JSD can't find Civil Citations Accepted using the Advance Search option.	JSD		This is a bug. Searches are not accurate. High impact to County operations.
2896	Support	AFM Search	1 - Critical	13	Production Support: A-Form is not found when searching by armband ID(1100049478), police case (PD150910339842) or defendant name (Castro Leonel).	ITD		This is a bug. Searches are not accurate. High impact to County operations.
2849	Support	MRC	1 - Critical	14	Production Issue: MDPD officer was unable to correct a rejected A-Form. The charge page was giving an error and the application frozen. See email from Bert Gonzalez 10/30/2014	MDPD		This is a bug and officer had to restart the application and write another A-Form. High Impact County operations.
2903	Support	AFM	1 - Critical	15	Production Support: MDPD user (Richardo Richard U305670) can't login in the AFM. The message "Please Wait" is always there after He enters the user ID and password.	MDPD		User can't use the application to create or approve A-Form.
2904	Defect	AFM	1 - Critical	16	Production Support: Application aborts with Error. 500 when a user from FHP submits the A-Form for approval or try to open the Invoice Officer page.	ITD		User can't use the application to create or approve A-Form.
2516	Defect	AFM Booking	1 - Critical	17	Warrant bond amount should not be required	ITD	8/28/2013 0:00	Causes confusion an delay to the Bond and Release Unit. Wrong bond amount may be posted at release. High impact problem affects County operations.
1000	Defect	AFM	1 - Critical	18	AFM SSL is using 128-bit RG-4 instead of 256-bit AES.	MDPD	11/27/2013 0:00	Application is not compliant with FDLE requirements
2648	Defect	Reports	1 - Critical	19	Arrest Activity Summary by Officer counts are wrong. Tested with Ventura. Shows 2 arrests. Counts for race/gender only count for booked A-Forms. Count for Fel/Misd only counts for booked A-Forms.	ITD	7/24/2013 0:00	Reports are meaningless and the information is not accurate. They can't be used. Statistics are generated manually from C/S, RFP and Amendment 2 requirement.

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A-Form Application Open Issues

Issue No.	Issue Type	Module	Severity	Priority	Description	Agency	Date Started	Impact
2819	Support	Reports	1 - Critical	19	Production issue: BOOKING ACTIVITY SUMMARY BY A-FORM AND AGENCY Report doesn't provide accurate information when a year of data is selected. AOC needs some statistics for judges and commissioners. See email from 8/25/2015 Amy Garcia (AOC)	ITD		Reports are meaningless and the information is not accurate. They can't be used. Statistics are generated manually from CIS. RPP and Amendment 2 requirement.
2838	Support	Reports	1 - Critical	19	Production issue: Reports are not working (BOOKING ACTIVITY SUMMARY BY A-FORM AND AGENCY) with this new version 1543. Returned an error after almost 5 minutes. AOC needs some statistics for judges and commissioners. See email from Amy Garcia (AOC)	ITD		Reports are meaningless and the information is not accurate. They can't be used. Statistics are generated manually from CIS. RPP and Amendment 2 requirement.
1163	Defect	AFM	2 - Urgent	1	Trim space on entry fields such as but not limited to: Case Number, DL, traffic case number if the space bar is used by the user at the end of the entry, the failed validation dialog box displays.	ITD	2/28/2014 0:00	It is not apparent to the user what the validation failure is because error message not descriptive. Hindering operations.
2427	Defect	AFM	2 - Urgent	2	Proposed Jail Number, used for additional arrest forms, are not validated.	ITD	2/18/2014 0:00	Additional arrest forms cannot be processed which may cause a defendant to be released with additional charges pending. Hindering operations.
2883	Support	AFM	2 - Urgent	3	Production Support: Application sends special characters ( ) per each space entered in the Occupation field. CIS gave an error.	Miami PD		Causes rejection, delays, officer overtime, support calls and/or generate Paper A-Form. Data integrity issue.
2694	Defect	AFM Paper	2 - Urgent	4	Hold for Magistrate, Contempt of Court, Administrative Hold, rule to show cause: Do NOT require a Warrant date, Ref: Warrant, Ref: charge, verified by and confirmed comments	MDCR	3/17/2014 0:00	Wrong information being entered because application makes it required. Complaints from judges received. Hindering operations.
2695	Defect	AFM Paper	2 - Urgent	4	Violation, Bond Surrender, Hold for Marshal, Writ of Attachment - Do NOT require warrant date, verified by, and confirm comments	MDCR	3/17/2014 0:00	Wrong information being entered because application makes it required. Complaints from judges received. Hindering operations.
2629	Support	AFM Entry	2 - Urgent	5	Statutes with both M and T type only allow T type when typing by Statute number but allow M and T type when typing by description.	ITD	11/20/2013 0:00	M not accepted by SAO. Hindering operations.

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A-Form Application Open Issues

Issue No.	Issue Type	Module	Severity	Priority	Description	Agency	Date Started	Impact
1005	Support	FDLE Server	2 - Urgent	5	Monitor FDLE service Add help to Patrol application. Help should give examples of search criteria and which database will be searched. Help should also explain the error messages from ITD.	ITD	4/23/2014 0:00	Lost connection with the FDLE server and incomplete criminal history searches. No error message notification.
2791	Support	Patrol Search	2 - Urgent	5	Production Issue: The Application should validate the type (.bmp) and size range of the signature file (less than XX and bigger than XX) before storing it in the system.	Aventura PD		Misleading - officer cannot differentiate between a lost connection and a no hit. Hindering operations.
2815	Support	AFM	2 - Urgent	6	Production Issue: add validation to the officer badge number. This field can't be zeroes if the user has the Create A-Form, Law Enforcement, or Supervisor role.	ITD		A-Form is missing a signature, then it is not a legal affidavit and defendant can be released in ROI. Hindering operations.
2817	Support	AFM	2 - Urgent	7	Production Issue: when the officer clears the address and entered Homeless, AFM is still keeping the previous address information in the XML that it is shared via web service to SAO, RMS etc.	ITD		Causes rejection, delays, officer overtime, support calls and/or generate Paper A-Form. Hindering operations.
2820	Support	XML	2 - Urgent	8	Production Issue: Officer from MDPD minimize an incomplete A-Form and then it was HIDE from the Task List. The incomplete A-Form remains in a limbo status (corrupted). Officer has to recreate a new one.	ITD		This is a bug and the information is not accurate. Issue affecting data integrity.
2905	Defect	AFM Workflow	2 - Urgent	9	Production Support: Do not accept "Unknown" in the Sex field for juveniles. CIS doesn't accept it.	MDPD		A-Form remains in an unknown status and officer has to create a new A-Form.
2884	Support	AFM	2 - Urgent	10	The Location Code for MDPD is not displayed when a transporting officer is added after the A-Form is submitted.	ITD	2/20/2014 0:00	Causes rejection, delays, officer overtime, support calls and/or generate Paper A-Form. Data integrity issue.
1110	Defect	AFM	2 - Urgent	11		ITD		It's impossible for an officer to determine in what Platoon he belongs to without the numerical code. Hindering operations.

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A-Form Application Open Issues

Issue No.	Issue Type	Module	Severity	Priority	Description	Agency	Date Started	Impact
2699	Defect	AFM Paper	2 - Urgent	12	For DV cases synopsis of testimony should not be a required field involved person information should not be mandatory.	ITD	3/14/2014 0:00	wrong information being entered because application makes it required. Hindering operations.
1004	Defect	AFM	2 - Urgent	13	with IE 11 the view of the A-Form pdf remains visible - user must press pf5 - to refresh	ITD	3/10/2014 0:00	Generates confusion for the users, delay, and support calls.
1003	Defect	AFM Task List	2 - Urgent	14	Performance - In-Transit and Task List taking a long time to populate and page forward.	ITD	2/22/2013 0:00	Major delay at correctional facility booking process for any massive raid. Slow response time. Problem which affects the County's productivity.
2850	Support	Patrol Search	2 - Urgent	15	Production Issue: The Option Populate form Driver License is not working form the Production MRC. See email from Hfealeah PD Det Roque Goffia 10/30/2014	ITD		This is bug. Functionality is not working. Loss of functionality
2670	Defect	AFM	2 - Urgent	16	Magnetic strip scanner (Driver's License) not working	ITD	3/10/2014 0:00	RFP requirement. Major component not working.

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