



SOFTWARE LICENSES UPGRADE, MAINTENANCE, AND SUPPORT AGREEMENT

RON TURLEY ASSOCIATES, INC. (RTA)

THIS SOFTWARE LICENSES UPGRADE, MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND RON TURLEY ASSOCIATES, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ARIZONA, HAVING ITS PRINCIPAL OFFICE AT 20823 N. 19TH AVENUE, SUITE 4, PHOENIX, AZ 85027 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

A. County is the owner of, or has acquired rights to the RTA Fleet Management System Software and Documentation (as defined below).

B. Licensor desires to grant to the County and the County desires to obtain from the Licensor a(n) nonexclusive perpetual license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

C. Licensor shall provide the required maintenance and support services for the Software licensed by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by County in connection with the Software.

1.2 "License Fee" shall mean the annual fee associated to granting the County use of the Software as outlined in Appendix B "Price Schedule".

1.3 "Software" shall mean the computer programs in machine readable object code and any subsequent error corrections or updates supplied to the County by the Licensor pursuant to this Agreement.

1.4 "Projects" and "Services" shall mean enhancements or modifications to the licensed Software in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.

1.5 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the licensed Software.

ARTICLE 2. GRANT OF RIGHTS

2.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software as outlined in Appendix A, Scope of Services.

2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licensor.



ARTICLE 3. DELIVERY

3.1 Software. The Licensor shall deliver to the County a master copy of the Software licensed hereunder in object code form, in electronic files only. All County license keys, usernames, and passwords shall be authenticated by the Licensor and perform according to Appendix A "Scope of Services".

3.2 Documentation. The Licensor shall deliver copies of the associated Software Documentation to the County.

ARTICLE 4. AGREEMENT TERM

4.1 The Agreement shall become effective on the date that it is signed by the County or the Contractor, whichever is later and shall continue through the last day of the 72nd month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for three additional one (1) year terms, for a maximum total of nine (9) years. If the County chooses not to renew the support agreement, support services will be provided on a time/materials rate basis.

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 the Licensor 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 the Licensor, upon approval by the Board of County Commissioners.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

5.1 Licensor Obligations. Licensor shall provide the County with the following support and maintenance services for the products licensed by the County:

- a) Provision of known error corrections by delivery of available patches via electronic communication and for download via the Internet.
- b) Provision of available minor updates (bundling of several error corrections in one version) for download via the Internet.
- c) Provision of available medium upgrades (version with additional / enhanced functions) for download via the Internet.
- d) Provision of available major upgrades (version with substantially enhanced volume of functions).
- e) Information via electronic communication (email) when new minor/medium/major updates are available.

The support and maintenance services listed in this clause 5.1 only comprise the products licensed by the County, but not any new products of the same product family. The granting of rights of use and the delivery of the relevant license files for all minor, medium and major upgrades shall be limited to the number and type of products for which this Agreement has been concluded.

5.2 Telephone Support. For the term of this Agreement, Licensor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work. These issues will be contacted via phone.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Licensor ensures the following response times (via phone or e-mail) to the County:

- a) Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).
- b) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- c) Level C: Response within the next working (Monday - Friday, 8a.m. until 5 p.m. local time).



5.3 Email Support. For the term of this Agreement, licensor shall provide support via email. The error and priority levels set forth in clause 5.2 above and the response times indicated therein are applicable.

5.4 Subject Matter of Support Services. The subject matter of support services in clauses 5.2 and 5.3 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

5.5 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by licensor as set forth in Appendix B "Price Schedule".

ARTICLE 6. SOFTWARE MODIFICATIONS

6.1 Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

6.2 Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Licensor shall provide the requested system enhancements/modifications including all relevant source code. Upon the County's request for such enhancements/modifications the County shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Licensor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- a) After the SOW has been accepted a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated Project schedule, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Licensor's warranty obligations.
- b) Following the County's acceptance of all enhancements/modification, the Licensor shall provide the County, if so requested with written confirmation of the date the enhancements/modification was applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

6.3 Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Licensor.

ARTICLE 7. LICENSE FEES, METHOD AND TIMES OF PAYMENT

7.1 License Fee. In consideration of the license rights granted in Article 2 above, the County shall pay the Software License Fees or other consideration for the Software and Documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall be payable on an annual basis. The County shall have no obligation to pay the Licensor or 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 the Licensor. All Services undertaken by the Licensor or before County's approval of this Agreement shall be at the Licensor's risk and expense.

7.2 Travel. With respect to travel costs and travel related expenses, the Licensor 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.

7.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof. If additional software upgrades are purchased by the County during the term, the support fee will increase by 12% of the price of the upgrade purchased.

7.4 Invoices. All invoices shall be taken from the books of account kept by the Licensor, shall be supported by copies of payroll



distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. 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 thirty (30) days from receipt of a proper invoice; 2% discount if paid in 10 days. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. 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 Manager, 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.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Licensor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Licensor under this Contract. Such retained amount shall be applied to the amount owed by the Licensor to the County. The Licensor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Licensor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County Aviation Department
PO Box 526624
Miami FL 33152-6624

Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 8. PROTECTION OF SOFTWARE

8.1 Proprietary Information. The Licensor acknowledges that all computer software 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.

8.2 The Licensor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder.

8.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

8.4 Ownership. County further acknowledges that all copies of the Software in any form provided by the Licensor are the sole property of the Licensor. The County shall not have any right, title, or interest to any such Software or copies thereof except as provided in this Agreement, and further shall secure and protect all Software and Documentation consistent with maintenance of Licensor's proprietary rights therein.

ARTICLE 9. CONFIDENTIALITY

9.1 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 Article 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.

9.2 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 the Licensor nor its employees, agents, subconsultants 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, the Licensor expressly agrees to be bound by and to defend,



indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

9.3 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants 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 subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

9.4 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

9.5 Survival. Licensee's obligations under this Article 9 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 10. WARRANTIES

10.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

10.2 Limited Warranty. Licensor represents and warrants to the County that the Software, when properly installed by the County and used with the Designated Equipment, will perform substantially as described in Licensor's then current Documentation for such Software for a period of one year from the date of acceptance.

10.3 Limitations. Notwithstanding the warranty provisions set forth in Section 10.2 above, all of Licensor's obligations with respect to such warranties shall be contingent on County's use of the Software in accordance with this Agreement and in accordance with Licensor's instructions as provided to the County in the Documentation, as such instructions may be amended, supplemented, or modified by the Licensor from time to time. The Licensor shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, or extreme power surge.

10.4 Licensor's Sole Remedy. The Licensor's entire liability and the County's exclusive remedy shall be, at the County's option, either (a) return of the price paid or (b) repair or replacement of the Software; provided the Licensor receives written notice from the County during the warranty period of a breach of warranty. Any replacement Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

10.5 Limitation of Liability. COUNTY ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH THE LICENSOR IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION OF THE RISK OF THE COUNTY'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH COUNTY'S USE OF THE SOFTWARE AND DOCUMENTATION.

- a) Any provision herein to the contrary notwithstanding, the maximum liability of Licensor to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to the County hereunder, whether such liability arises from any claim based on breach or repudiation of Agreement, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Licensor by the County for the Software whose license, use, or other employment gives rise to the liability.

ARTICLE 11. INDEMNIFICATION

Licensor shall indemnify, hold harmless and defend the County against any action brought against the County to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright and Licensor shall pay all costs, settlements and damages finally awarded; provided, that the County promptly notifies



Institution in writing of any claim, gives the Licensor sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in Licensor's opinion is likely to become the subject of such a claim, the Licensor and County upon mutual agreement shall, at its option, either: (i) procure for the County the right to continue using the Software (ii) modify or replace the Software to make it noninfringing, or (iii) refund the fees paid, upon return of the Software. Licensor shall have no liability regarding any claim arising out of: (i) use of the Software in combination with non-County software, data or equipment if the infringement was caused by such use or combination, (ii) any modification or derivation of the Software not specifically authorized in writing by the Licensor or (iii) use of third party software.

ARTICLE 12. DEFAULT AND TERMINATION

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

- a) The County may, as a further sanction, terminate or cancel any other Agreement(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 and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement 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. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

12.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will reimburse the County a proration of the fees paid annually based on the remaining months of the term as per the compensation listed in Appendix B- Price Schedule.
- d) All compensation pursuant to this Article are subject to audit.

12.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 9 (Confidentiality) or makes an assignment in violation of Article 14 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

12.4 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 8 (Protection of Software), or 9 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

12.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by



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 Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

Attention: Neivy Garcia
Phone: 305-876-8482
Fax: 305-869-4283 or 305-876-0323
E-mail: ngarcia@miami-airport.com

and to the Agreement Manager:

Miami-Dade County
ISD Procurement Management
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: Margaret Brown
Phone: 305-375-4914
Fax: 305-375-5688
E-Mail: mwater@miamidade.gov

(2) To the Licensor

Ron Turley Associates, Inc.
17437 N. 71st Dr., Suite 110
Glendale, AZ 85308

Attention: Bill Kiff
Phone: 800-581-2447
Fax: 623-582-1747
Email: billkiff@rtafleet.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.

ARTICLE 14. NONASSIGNABILITY

Licensor shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 15. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Contract (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.

ARTICLE 16. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration



The Licensor 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, the Licensor confirms its knowledge of and commitment to comply with the following:

- 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(f) 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 Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
- 11. **Subcontracting Practices**
(Ordinance 97-35)
- 12. **SubLicensor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)

14. **FEIN Number or Social Security Number**
In order to establish a file, the Licensor'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 Licensor'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:

- Identification of individual account records
- To make payments to individual/Licensor 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

15. **Office of the Inspector General**
(Section 2-1076 of the County Code)

16. **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.

17. **Antitrust Laws**
By acceptance of any contract, the Licensor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) 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.

ARTICLE 17. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement 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 the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for cancelling service/maintenance during the year.



ARTICLE 18. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 19. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services; the Contractor, prior to hiring to fill each vacancy arising due to and under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 20. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 21. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.



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

LICENSOR

MIAMI-DADE COUNTY

By: Bill Kiff

By: Carlos A. Gimenez

Name: Bill Kiff

Name: Carlos A. Gimenez

Title: Chief Operating Officer

Title: Mayor

Date: 2/17/15

Date: 4/14/2015

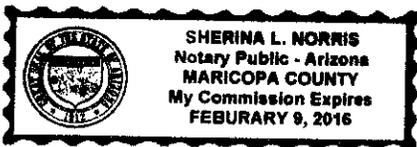
Attest: Sherina Norris
Sherina Norris
Corporate Secretary

Attest: [Signature]
Clerk of the Board



Corporate or Notary Seal

Approved as to form and legal sufficiency



[Signature]
Assistant County Attorney



Appendix A – Scope of Services



Appendix A – Scope of Services

1. During the Agreement term, RTA shall render the following services in support of the RTA System subject to the compensation for each type of service in RTA's rate schedule set forth in the RTA price list.
 - a. RTA shall maintain a telephone hotline that allows the County to report system problems and seek assistance in use of the RTA system. This hotline is available from 5:00 AM to 5:00 PM MST (except during special circumstances such as Users Conference or phone outages), Monday through Friday (excluding most US holidays). USA 800-279-0549, other: 623-581-2447.
 - b. RTA shall maintain a trained staff capable of rendering the services set forth in this Agreement.
 - c. RTA shall be responsible for using all reasonable diligence in correcting verifiable and reproducible errors when reported to RTA. RTA shall, within 1 working day of verifying that such an error is present, initiate work in a diligent manner toward development of an error correction. Errors will be classified as High, Medium and Low and will take precedence based on classification. Following completion of the error correction, RTA shall provide the error correction through a "temporary fix" consisting of sufficient programming and/or operating instructions to implement the error correction, and RTA shall include the error correction in all subsequent releases of the RTA System. RTA shall not be responsible for correcting errors in any version of the RTA System other than the most recent release of the RTA System, provided that RTA shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow County to implement the newest release, not to exceed 90 days.
 - d. RTA will, from time to time, issue new releases of the RTA System to its customers, generally containing error corrections, minor enhancements, and, in certain instances if RTA so elects, major enhancements. RTA shall provide the County with one copy of each new release, without additional charge. RTA shall provide reasonable assistance to help the County install and operate each new release, provided that such assistance, if required to be provided at the County's facility, shall be subject to the supplemental charges.
 - e. RTA publishes a semi-annual newsletter designed to keep its customers generally informed about the use and operation of the RTA System, features of new releases and enhancements, and current additional support and training offerings. The County will receive an annual subscription for the newsletter for the period this agreement is in force.
 - f. RTA shall consider and evaluate the development of enhancements for the specific use of the County and shall respond to the County's requests for additional services pertaining to the RTA System (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by RTA and the County.



Appendix B – Payment Schedule



APPENDIX B – PAYMENT SCHEDULE

LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES

Software License Fees

| Software Description | Quantity | Fees |
|---|-------------------------------------|-----------------|
| RTA Fleet Management System Vehicle Upgrade | 1900 Vehicles | \$ 28,500.00 |
| Maintenance and Support Service | | |
| RTA Fleet Management System – Year 1 | October 1, 2015 –September 31, 2016 | \$3950.00 |
| RTA Fleet Management System – Year 2 | October 1, 2016 –September 31, 2017 | \$4550.00 |
| RTA Fleet Management System – Year 3 | October 1, 2017 –September 31, 2018 | \$5550.00* |
| RTA Fleet Management System – Year 4 | October 1, 2018 –September 31, 2019 | \$6550.00* |
| RTA Fleet Management System – Year 5 | October 1, 2019 –September 31, 2020 | \$6550.00* |
| RTA Fleet Management System – Year 6 | October 1, 2020 –September 31, 2021 | \$6550.00* |
| | TOTAL | \$62,200 |

- The Support Fees are based on 12% of the software value owned by MDAD. The above prices include the current MDAD software and additional 1900 vehicle upgrade described above. If additional software upgrades are ordered by MDAD, the support fees will increase by 12% of the software upgrade purchased by MDAD in years 3-6.

Ongoing Maintenance and Support Service Fees

| | | |
|-------------------------------------|-------------------------------------|-----------------|
| RTA Fleet Management System – OTR 1 | October 1, 2021 –September 31, 2022 | \$6550 |
| RTA Fleet Management System – OTR 2 | October 1, 2022 –September 31, 2023 | \$6550 |
| RTA Fleet Management System – OTR 3 | October 1, 2023 –September 31, 2024 | \$6550 |
| | TOTAL OTR YEARS | \$19,650 |
| | TOTAL CONTRACT VALUE | \$81,850 |