

MEMORANDUM

Agenda Item No. 8(F)(4)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving settlement agreement between Miami-Dade County and Intrado Systems Corporation resolving outstanding claims related to legacy Contract No. EC07-14 and authorizing the County Mayor to execute settlement agreement and exercise all rights contained therein

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 7, 2022

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Authorizing the Execution of a Settlement Agreement between Miami-Dade County and Intrado Systems Corporation to conclude the legacy purchase Contract No. EC07-14.

Executive Summary

Item seeks Board approval of a settlement agreement between Miami-Dade County (County) and Intrado Systems Corp. (Intrado) to resolve outstanding claims related to Contract NO. EC07-14. On April 20, 2016, proprietary equipment and software was purchased from Intrado for the County's 9-1-1 center with an expected project completion date of June 2016. Over the next three years numerous software patches were applied to bring the new system into production. After considerable effort the project was suspended, and it was deemed in the best interest of the County to close out the contract. As a result, the attached settlement agreement is the product of negotiations and provides for the waiver of any outstanding claim, on the current Viper 5.1 system, upon the purchase of Viper version 7.0 system being presented to the Board in an accompanying item. Additionally, all local municipal 911 centers within the County are currently utilizing Viper version 7.0. The purchase of Viper version 7.0 aligns the County's 911 center with the countywide municipal 911 centers providing for a greater level of interoperability and sustainability of 911 emergency services.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or the County Mayor's Designee to execute a Settlement Agreement (Settlement Agreement) between the County and Intrado for to resolve all outstanding claims related to the purchase of 9-1-1 equipment and emergency notification software under Contract No. EC07-14. The Board approved Contract No. EC07-12 on March 8, 2016 pursuant to Resolution No. R-205-16.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The Settlement Agreement provides for the closure of Contract EC07-14 with no additional payments due by the County. The Settlement Agreement provides that Intrado will waive its claim of \$65,000 for services rendered outside Contract EC07-14's Statement of Work provided that the County approves the purchase of an upgrade to Viper version 7.0 which will be presented to the Board in an accompanying item.

Track Record/Monitor

Thomas Gross, Assistant Director for Platforms of the Information Technology Department, will manage this Agreement.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the settlement agreement as set forth therein.

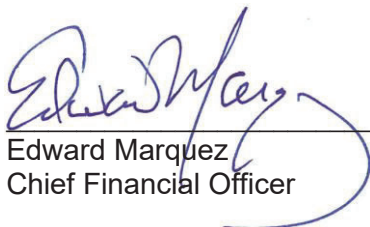
Background

On March 8, 2016, Resolution No. R-205-16 was approved by the Board authorizing the upgrade of the current NG911 System to include the ability to process Text-To-911 calls. On April 20, 2016, the County purchased proprietary equipment and software from Intrado in the amount of \$490,771 with an expected

project completion date of June 2016. Upon receipt of the equipment, the deployment process began with the installation of back-end equipment, 911 call taker equipment, and integrations testing.

As the system was tested for required functionality, issues were identified in adapting the product to meet the County's operating requirements. As a result, numerous software patches were applied to bring the system into alignment with the operational needs of the current 911 system. For three years, the Miami-Dade Police Department (MDPD) and Intrado engineers worked diligently to make the appropriate modifications to ready the system for operational use.

In 2019, after numerous unsuccessful attempts to successfully complete the final acceptance test plan, the project was suspended. The Administration initiated discussions with Intrado to resolve the pending operational issues with integrating the Intrado system into the County's operating system and to resolve outstanding claims by Intrado for integration services rendered. In order to provide the required Text-To-911 functionality to the County, the Administration determined that the County should closeout this contract, eliminating any additional cost and purchase the Viper 7.0 version. The Viper 7.0 system has the required number of endpoints and dual system cores needed for redundancy and to operate the County's 911 system. The attached settlement agreement is the product of those negotiations and provides for the waiver by Intrado of an outstanding \$65,000 claim upon the purchase of the Viper version 7.0 system. The finalization of this settlement agreement was delayed due to the COVID-19 pandemic.



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(4)
7-7-22

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND INTRADO
SYSTEMS CORPORATION RESOLVING OUTSTANDING
CLAIMS RELATED TO LEGACY CONTRACT NO. EC07-14
AND AUTHORIZING THE COUNTY MAYOR OR COUNTY
MAYOR'S DESIGNEE TO EXECUTE SETTLEMENT
AGREEMENT AND EXERCISE ALL RIGHTS CONTAINED
THEREIN

WHEREAS, this Board wishes 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:

Section 1. This Board approves the settlement agreement, between Miami-Dade County and Intrado Systems Corporation, in substantially the form attached hereto and made a part hereof, for the purpose of concluding the legacy Contract No. EC07-14 approved by this Board on March 8, 2016 pursuant to Resolution R 205-16 at no additional cost to the County.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the settlement agreement and exercise all rights 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:

Jose “Pepe” Diaz, Chairman

Oliver G. Gilbert, III, Vice-Chairman

Sen. René García

Sally A. Heyman

Eileen Higgins

Kionne L. McGhee

Raquel A. Regalado

Sen. Javier D. Souto

Keon Hardemon

Danielle Cohen Higgins

Joe A. Martinez

Jean Monestime

Rebeca Sosa

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of July, 2022. 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.

OR

Oren Rosenthal

CLOSEOUT AND SETTLEMENT AGREEMENT

This Closeout and Settlement Agreement ("Closeout and Settlement Agreement") dated July 29, 2022, is entered by and between Intrado Life & Safety Solutions Corporation, formerly known as West Safety Solutions Corp., formerly known as Intrado Systems Corp. ("Intrado"), a Georgia corporation, and Miami-Dade County, a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, on or about March 18, 2016, the County entered into an Agreement with Intrado, which incorporated a Houston-Galveston Area Council Contract dated June 25, 2014 for the purchase of 9-1-1 equipment and software and services for the County's 9-1-1 system (including any scope of work or change order thereunder, the "Agreement"); and

WHEREAS, on or about April 20, 2016 the County issued PO POET1601173 to purchase the proprietary equipment and software from Intrado as described in the Agreement ("Equipment"); and

WHEREAS, to date the County has paid Intrado \$490,771.74 for delivered and accepted Equipment and Services rendered under the Agreement; and

WHEREAS, the County and Intrado desire (i) to terminate the Agreement; (ii) for the County to upgrade the current Viper Solution to Viper version 5.1 and Intrado to waive an amount equal to \$65,000 ("Final Payment") for services rendered outside the SOW in full and final settlement, so long as the parties have entered into a new contract for the upgrade to Viper ver. 7.0 contemporaneously with this Closeout and Settlement Agreement and both are executed before July 29, 2022.

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, Intrado and the County agree as follows:

1. The above recitals are incorporated by reference and are a part of this Closeout and Settlement Agreement.

2. The parties are contemporaneously entering into a new upgrade contract to Viper 7.0 contemporaneously with this Closeout and Settlement Agreement.

3. Upon mutual execution of this Closeout and Settlement Agreement and the Viper ver 7.0 upgrade contract, Intrado releases and forever discharges the County and their employees, officers, agents, successors, assigns, and attorneys from any and all claims (including any claims for payment based on current or future invoices), causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Agreement, including, without limitation, any claims for damages, actual or consequential, past, present, or future, whether based on contract, tort or other theories of liability, which arise out of or in any way relate to the Agreement or services thereunder. Such release and discharge is made by Intrado in its respective right and for its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through Intrado. Intrado agrees that upon mutual execution of this Closeout and Settlement Agreement and the new contract for upgrade to Viper ver. 7.0 (i) it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Agreement, with the exception of any action to enforce this Closeout and Settlement Agreement, and (ii) with respect to any such action (other than an action to enforce this Closeout and Settlement

Agreement) which nevertheless may hereafter be brought, this Closeout and Settlement Agreement shall be a complete and conclusive defense. The forgoing release includes a release of any obligation by the County to pay any additional amounts under the Agreement or any amendment thereto including but not limited to the Final Payment.

4. For the consideration and promises made herein, the County hereby release and forever discharge Intrado, its employees, officers, agents, shareholders, predecessors, successors, assigns, and attorneys from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Agreement, including, without limitation, any claims for damages, actual or consequential, past, present, or future, whether based on contract, tort or other theories of liability, which arise out of or in any way relate to the Agreement or services thereunder. Such release and discharge is made by the County in their respective rights and for their successors, executors, agents, employees, assigns, Commissioners, managers, and any and all other persons, firms, corporations, or other entities who may claim by or through the County. The County agrees that it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Agreement, with the exception of any action to enforce this Closeout and Settlement Agreement; and with respect to any such action (other than an action to enforce this Closeout and Settlement Agreement) which nevertheless may hereafter be brought, this Closeout and Settlement Agreement shall be a complete and conclusive defense.

5. Nothing in this Closeout and Settlement Agreement will constitute, or be presented or asserted as constituting an admission of any failure, fault, error, breach, misconduct, or liability by Intrado or the County with respect to any claim made by the other Party. This Closeout and Settlement Agreement may not be used or offered into evidence by either Intrado or the County in

any judicial proceeding or arbitration between the parties except to enforce the terms of this Closeout and Settlement Agreement.

6. Neither the County nor Intrado shall issue a press release to the media regarding this Closeout and Settlement Agreement or any of the matters described herein without written approval of the other party. For these purposes, a “press release” shall not include any statement made by an elected official in the conduct of his or her official duties or a memorandum presented to the Board of County Commissioners seeking approval of or discussing this Closeout and Settlement Agreement. The Parties agree that each of them will not disparage, denigrate, slander, and/or defame any other Party and their principals to any non-Parties to this Closeout and Settlement Agreement, or otherwise speak to non-Parties in terms that attack the character or conduct (whether in written form or otherwise) of the other Party. The Parties further agree that the terms of this Paragraph shall not apply to (i) communications made to attorneys for the purpose of securing legal advice; (ii) testimony or other communications made in the context of formal discovery or formal proceedings in a judicial or quasi-judicial proceeding; (iii) communications otherwise required by law; (iv) communications made for the purpose of enforcing this Closeout and Settlement Agreement; and any statement made by or directed to be made by an elected official in the conduct of his or her official duties.

7. This Closeout and Settlement Agreement shall be construed under the laws of the State of Florida. Venue shall lie in the courts of Miami-Dade County, Florida for any claims made under this Closeout and Settlement Agreement. The prevailing party will be entitled to reimbursement of all expenses and costs of collections (including attorneys’ fees and court costs) paid in connection with the enforcement of the terms of this Closeout and Settlement Agreement, including collection of the Final Payment.

8. This Closeout and Settlement Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.

9. No supplement, modification, or amendment of this Closeout and Settlement Agreement shall be binding unless it is executed in writing by the Parties.

10. The Parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Closeout and Settlement Agreement and that no presumptions or inference shall apply against any party hereto to its construction.

11. The Parties declare that they have completely read the terms of this Closeout and Settlement Agreement, that they have discussed the terms of the Closeout and Settlement Agreement with legal counsel of their choice, and that they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

12. This Closeout and Settlement Agreement may be executed in counterparts, by facsimile, or electronically, and is not enforceable unless executed by all parties.

IN ACCEPTANCE WHEREOF, the Parties have set their respective hands to this Closeout and Settlement Agreement as of the date and year appearing by their respective signatures.

Intrado Life & Safety Solutions Corporation Miami-Dade County

By: *Beth A Meek*
[Beth A Meek]

By: _____
[]

Title: SVP

Title:

Dated: **May 25**, 2022.

Dated: _____, 2022.