

Date: January 21, 2026

Agenda Item No. 8(P)(5)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation for Approval to Award a Non-competitive Legacy Contract for Electronic Arrest Form System Maintenance and Support

Summary

This item is for the purchase of proprietary maintenance and support services for the Electronic Arrest Form (A-Form) System managed by the Communications, Information and Technology Department (CITD) and utilized by the Miami-Dade Sheriff's Office (MDSO), Community Services Department (CSD), Miami-Dade Corrections & Rehabilitation Department (MDCR), and municipal police departments throughout the County. The Florida Uniform Arrest Affidavit (UAA), designated by the Florida Department of Law Enforcement (FDLE) as the statewide standard for all law enforcement agencies, was modernized in the County through the A-Form solution. This system replaced the paper-based arrest process, allowing arrest information to be instantly available to MDCR, CSD, and other law enforcement and criminal justice agencies. By automating the arrest process, the electronic A-Form has eliminated manual procedures, expedited inmate booking, and enhanced data sharing and reporting capabilities across more than 36 state and local law enforcement agencies. Kologik Software, Inc. (Kologik), an FDLE approved vendor, developed and owns the proprietary A-Form System, which implements the UAA. No other vendor is authorized or capable of providing the required maintenance and technical support.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive legacy contract pursuant to Section 2-8.1(b)(2) of the Miami-Dade County Code (Code) and approve award of *Contract No. L-10534, Electronic Arrest Form System Maintenance and Support*, to Kologik in the amount of \$1,250,000 for a five-year term. This contract will replace *Contract No. L-10088*, approved by the Board via Resolution R-851-20 in the amount of \$1,000,000 on August 31, 2020. The contract was subsequently modified for additional expenditure authority by the Board and under delegated authority.

Background

The contract provides maintenance and support services for the County's existing Electronic A-Form System, provided by Kologik. The A-Form System is designed to streamline and automate the process of recording and managing arrest-related information. The system enables secure, electronic data capturing directly from the field or at the station, and supports various municipal police agencies by automating the previously manual, paper-based arrest process. With real-time data entry and access, arrest information becomes available to relevant departments before the arrestee arrives at their facilities, significantly expediting the booking process.

Market research revealed there are other similar systems in the industry; however, these systems would require a full replacement including customizations and development necessitating a substantial amount of time and expenditure to implement the required functionalities and integrations. The County has invested over \$2 million into the System, including initial implementation, customizations, enhancements, interfaces to other existing systems, and staff training. The A-Form System provided by Kologik is fully compatible with the County's infrastructure and integrated with the operational workflows to meet the needs of MDSO, CSD, MDCR, and the municipal police departments since 2011. Replacement of the A-Form could cost up to \$4 million, which does not include training, customizations, or ongoing management and support services. Maintaining the existing system for a five-year term is

the more cost-effective option that will ensure continuity of services and not disrupt public safety operations. Additionally, MDSO is in the process of implementing a new Records Management System which has the potential to replace the A-Form System within the next five years.

Accordingly, it is in the County's best interest to award this legacy contract pursuant to Section 2-8.1(b)(2) of the Code to purchase maintenance and support for the A-Form System. The availability and feasibility for competition will be continually monitored to ensure the need for future legacy purchases is reduced or eliminated as soon as practicable.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the five-year term is \$1,250,000. The current contract is valued at \$1,402,548 for a five-year and six-month term, and expires on February 28, 2026. The annualized allocation under the proposed contract is slightly lower than the current contract due to adjustments in the current contract's scope and enhancements to the system.

Department*	Allocation	Funding Source	Budgeted	Contract Manager
CITD	\$1,250,000	General Fund	FY 2025-26 Adopted Budget, Volume 3, Communications, Information and Technology, Page 276, Other Operating	Nury Avila
Total	\$1,250,000			

* It should be noted that the contract contains termination for convenience and assignment provisions, which can be exercised any time during the term of the agreement.

Track Record/Monitor

Natalya Vasilyeva of the Strategic Procurement Department (SPD) is the Division Director.

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 contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

Vendor Recommended for Award

Pursuant to Resolution No. R-477-18, the recommended vendor does not have a local address as the services required are not available from local firms.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Kologik Software, Inc.	301 Main Street Ste 2200 Baton Rouge, LA	N/A	0	Ross Croley
			0%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, extensive efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition as a last resort. The recommended vendor was not identified on any active contracts that meet the scope of services required by the County. There are no comparable competitive contracts that could be accessed, as Kologik is the sole source provider of the County's existing A-Form System software solution, and no other vendor can provide the licensing, maintenance, and technical support.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program applies where permitted by funding source.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(5)

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 ____, majority plus one ____, 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) ____, 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(P)(5)
1-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF NON-COMPETITIVE LEGACY CONTRACT NO. L-10534, ELECTRONIC ARREST FORM SYSTEM MAINTENANCE AND SUPPORT, TO KOLOGIK SOFTWARE, INC. IN THE AMOUNT OF \$1,250,000.00 FOR A FIVE-YEAR TERM FOR THE COMMUNICATIONS, INFORMATION AND TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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:

Section 1. This Board authorizes the award of a non-competitive legacy contract pursuant to section 2-8.1(b)(2) of the Miami-Dade County Code to Kologik Software, Inc. in the amount of \$1,250,000.00 for a five-year term for Contract No. L-10534, Electronic Arrest Form System Maintenance and Support, in substantially the form attached hereto and made a part hereof, for the Communications, Information and Technology Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of January, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Eduardo W. Gonzalez

Electronic Arrest Form System Maintenance and Support
L-10534

THIS AGREEMENT for the provision of Maintenance and Support of the Prisoner Processing Arrest Form Automation Solution, made and entered into as of this _____ day of _____ by and between Kologik Software, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 301 Main Street, Suite 2200, Baton Rouge, LA, 70801 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for a Processing Arrest Form Automation Solution from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such Processing Arrest Form Automation Solution for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "A-Form" to mean the arrest form used by all Miami-Dade County Arresting and Justice Agencies.
- b) The words "Annual Fee" to mean the fee charged for Maintenance and Support services on an annual basis.
- c) The words "Arresting and Justice Agencies" to mean any agency, other than Miami-Dade County, that has authority of arresting an individual or completing an A-Form or have access to the A-Form.
- d) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- e) The words "Cybersecurity Products" to mean software and hardware that include technologies, processes, and practices designed to protect information technology networks, devices, programs, and data from attack, damage, or unauthorized access.
- f) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- g) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- h) The word "Contractor" to mean Kologik Software, Inc. and its permitted successors.
- i) The word "Days" to mean calendar days.
- j) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- k) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- l) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project

Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to equal or necessary in the opinion of the County's Project Manager.

- m) The words "Documentation" to mean written text or illustration that accompanies computers software or is embedded in the source code.
- n) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract agreement, as directed and/or approved by the County.
- o) The word "Hardware" to mean the hardware infrastructure in which the Licensed Software must be able to operate.
- p) The words "Heightened Security Review" to mean any and all security screening conducted on County employees with access to Cybersecurity Products or any other additional security screenings or reviews the County Mayor or County Mayor's designee determines necessary to protect the security of the County's information technology networks, devices, programs, and data.
- q) The acronym "ITD" to mean the Miami-Dade County Information Technology Department.
- r) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
- s) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- t) The words "Maintenance and Support Services" to mean the services provided by the Contractor as described in Appendix A, Scope of Services.
- u) The words "Produced in the United States" to mean shall mean with respect to Cybersecurity Products, a product for which all development and production occurs in the United States.
- v) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- w) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- x) The words "Service" or "Services" to mean the provision of Prisoner Processing Arrest Form Automation Solution services in accordance with the Scope of Services.
- y) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor or its parent, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- z) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 59, 2) Appendix A, and 3) Appendix B and any associated addenda and attachments thereof.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its

terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement, and shall continue through the last day of the sixtieth (60) month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy

pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:
Miami-Dade County
Department: Information Technology Department
Attention: Nury Avila
Address: 5680 SW 87th Ave, Miami, FL 33173
Phone: (786) 860-7923
E-mail: nury.avila@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
Strategic Procurement Department
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
Email: cpo@miamidade.gov

(2) To the Contractor

Kologik Software, Inc.
Attention: Paul San Soucie
Address: 301 Main Street, Suite 2200, Baton Rouge, LA, 70801
Phone: 469-680-1400
E-mail: PaulS@Kologik.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 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 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.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, 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 Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1 and 2-8.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor 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 Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor 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 Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Miami-Dade County Information Technology Department
5680 SW 87th Ave
Miami, FL 33173
Attention: Nury Avila

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$2,000,000 in the aggregate.
5. Cyber Liability Insurance to include, data breach and ransomware in an amount not less than \$5,000,000 per occurrence, \$5,000,000 in the aggregate.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. SOFTWARE GRANT OF RIGHTS

11.1 Licenses. Expressly subject to the terms and conditions of this Agreement, and full payment of the Annual Fees as stated in Appendix B, "Price Schedule", the Contractor hereby grants the County, an enterprise, perpetual, non- exclusive, irrevocable, nontransferable, and non-assignable license to use the Licensed Software, in object code for any purpose not expressly forbidden by the terms hereof, and to use the Licensed Software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee. Such Licensed Software shall include but not be limited to the unrestricted right of the County to provide Licensed Software including the object code thereto, the Documentation and Programs therefore, to any authorized person(s) or entity(ies) for their use in connection with providing goods and/or service to the County.

The Contractor shall provide the County with Documentation, including for Third-Party software, satisfactory to the County, confirming that the Contractor has acquired on the County's behalf all software licenses required hereunder.

11.2 Third-Party Software. The Contractor shall, at its own expense, secure and administer for the County, and grant to the County, in the County's name, any and all necessary sublicenses or direct licenses for the Third-party software, which shall be perpetual, non-exclusive, irrevocable to use the Third-party software, in object code form for any purpose not expressly forbidden by the terms hereof. The Contractor shall secure such sublicenses and direct licenses upon the same terms and conditions as the license between the Contractor and the County contained herein and additional terms and conditions that are mutually agreed upon between the County and the Contractor. The terms and conditions of such sublicense agreements, at a minimum, shall include, but not be limited to the right of the County; (i) to make multiple copies of the third-party software, including object code thereof and the Documentation and Programs; (ii) to use the Third-party software on multiple processors utilized by the County or entities affiliated with the County, at no additional licensing fee; and (iii) to maintain and modify the third-party software without restriction.

11.3 Web Based Applications for Municipalities. County may serve web-based applications hosted by Miami-Dade County ITD to Arresting and Justice Agencies within Miami-Dade County.

As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Contractor's Licensed Software or Third-party software irrespective of any breach or default pursuant to the terms hereof.

The County will only use the Licensed Software on the Hardware configuration and architecture approved by the County irrespective of the number of equipment configuration(s) controlled by the County upon which the Licensed Software is used, the County shall pay only one license fee, which license fee is set forth herein, provided however that the County orders such Licensed Software for the clients is for the use of the County with no implied rights to distribute beyond reasonable use for County functions. Following the Contractor's written authorization, all Licensed Software may be copied, in whole or in part, only for use on the specified Hardware configuration.

The County shall not allow the Licensed Software, Third-party software or any portion thereof to be reversed compiled, disassembled or in any way altered, without prior authorization of the Contractor. The County shall not modify any Licensed Software or Third-Party software in machine-readable form nor merge such Licensed Software or Third-Party software with other software Programs unless mutually agreed upon. The County may customize Documentation and on-line help files with Contractor's prior written authorization, and Contractor will be responsible for their maintenance.

The County agrees that, in accordance with Article 42, "Proprietary Information" of this Agreement, all Documentation contains Contractor proprietary information, use of which is limited by the licenses granted in this Agreement. The County will not disclose or otherwise make available, except as required by law, any Documentation in any form to any Third-party except to the State and County employees, or agents directly concerned with licensed use of the Documentation. Subject to the limitations of this Article, the County may make additional copies of the Documentation.

ARTICLE 12. OPERATING ENVIRONMENT FOR INFORMATION SYSTEMS

Contractor acknowledges that the Licensed Software including future upgrades, and each module or component and function thereof, will operate fully and correctly on the County approved Hardware and meet ITD hosting requirements. The County will notify the Contractor regarding the addition or connection of other computer equipment and/or software, supplied by a company other than the Contractor, to the County's environment to determine that it will not adversely affect the operation and performance of the Licensed Software.

ARTICLE 13. SOFTWARE REVISIONS

With the Contractor's prior approval, which approval will not be unreasonably withheld, the County will have the right, to independently modify any Licensed Software through the services of County employees, agents, contractors or subcontractors and, for such purposes, may disclose the Licensed Software, or any portion thereof, to such employees, agents, contractors or subcontractors. As between the County and the Contractor, such modifications shall become the property of the County.

ARTICLE 14. SOFTWARE ENHANCEMENTS/MODIFICATIONS

Software Enhancements or Modifications. The County may from time to time, request that the Contractor incorporate certain features, enhancement or modifications into the Licensed Software. Upon the County's request for such enhancements/modifications, the Contractor shall prepare a Statement of Work ("SOW") for the specific Project that shall define in detail the Services to be performed. The Contractor shall submit a cost proposal including all costs pertaining to furnishing the County with the enhancements/modifications.

- i. After the SOW has been accepted, a detailed requirements and detailed design document shall be submitted by the Contractor illustrating the complete financial terms that govern the SOW, proposed Project staffing, anticipated project timeline, and other information relevant to the Project. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Contractor's Maintenance and Support obligations.
- ii. The Contractor shall, upon the County's request, install the enhancements/modifications and shall provide the County with such Services as required, at no additional cost, to enable the County to continue the County's intended use of the Licensed Software.
- iii. Following the County's acceptance of all enhancements/modifications, such enhancements/modifications shall thereafter be considered a part of the Licensed Software for all purposes under this Agreement. The Contractor shall provide the County, if so requested, with written confirmation of the date the enhancements/modifications were applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modifications thereto.
- iv. If any such enhancements/modifications are not acceptable to the County, the County shall allow the Contractor up to thirty (30) days to bring the enhancements/modifications into compliance with the conditions outlined in the detailed requirements and design document. If, at the end of the thirty (30) day period, the Contractor is unable to comply with the detailed requirements and design document, then the County may refuse to accept same, and, in such event, the Contractor agrees to maintain the Licensed Software in the form in effect on the date the Contractor requested the County to accept such update.
- v. Title to Modifications. All such error corrections, bug fixes, patches, updates or new releases shall be the sole property of the Contractor.
- vi. Contractor shall modify at no cost to the County the Licensed Software and comply with any present or future legally mandated requests within statutory deadlines that may fall outside the Contractor's release schedule.

ARTICLE 15. FUNCTIONALLY EQUIVALENT SOFTWARE

In the event that Contractor eliminates any functionality of the Licensed Software under this Agreement and subsequently offers the functionality in other or new products (whether directly or indirectly through agreement with a Third-Party), then the portion of those other or new products that contains the function in question, or the entire product if the functions cannot be separated out, shall be Licensed to the County at no additional charge and under the terms of this Agreement, including Maintenance and Support services for such Software, as long as the County is in Good Standing with their payment obligations. If the Contractor offers both products, the County may, in its sole discretion, exercise the option to upgrade to the new product license at no additional cost. Any Licensed Software that includes additional functionality or modules that the County wishes to use may require additional fees which shall be mutually agreed upon in writing by the parties herein.

ARTICLE 16. PURCHASE OF ADDITIONAL SERVICES OR OTHER DELIVERABLES NOT LISTED BASED ON PRICE QUOTES

While the County has listed all Services and Deliverables within this Agreement that are utilized by Miami-Dade County in conjunction with its operations, there may be additional Services and/or Deliverables that must be purchased by the County during the term of this Agreement. Under these circumstances, a County representative will contact the Contractor and request a price quote for such Services

and/or Deliverables that are not listed in Appendix B, "Price Schedule." Any Services and/or Deliverables intended to be purchased as part of this process shall be documented in writing in the form of the contract amendment.

ARTICLE 17. DELIVERY AND INSTALLATION OF SERVICES OR OTHER DELIVERABLES THAT MAY BE PURCHASED DURING THE TERM OF THE AGREEMENT

If Software installation is required, all installation work will be performed during normal business hours. Contractor shall diligently pursue and complete such installation without interruption and in accordance with a mutually agreed upon implementation schedule set forth in a change order or future SOW.

- i. Contractor agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Contractor shall coordinate with the Project Manager all work with all other Contractors and/or County personnel performing work at the Site(s) to complete Software installation. The County shall be responsible for resolving all disputes relating to Site access between Contractor and other contractors. Contractor shall provide all materials necessary to properly install of the Software. The County shall attempt to provide reasonable working and secure storage space for the performance by Contractor of the installation services described herein. Contractor agrees that all installation work will be performed neatly and at all times Contractor shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Contractor.
- ii. Unless otherwise agreed to by the County, Contractor agrees as part of the installation process, to perform installation services, for the Software, but not limited to, the following: (a) receipt and inventorying of materials; (b) installation and testing of Software; (c) cooperating with all other vendors supplying peripheral or ancillary equipment that will interface with the System; and (d) any additional services necessary to ensure Contractor's compliance with this Article 18.

Installation testing shall consist of a mutually agreed upon Acceptance Testing Process. The purpose of these tests is to demonstrate the complete operability of the System in conformance with the requirements of this Agreement. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Contractor and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Contractor shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating System performance.

ARTICLE 18. REVIEWING DELIVERABLES

The Contractor agrees to submit all deliverables required to be submitted for review and approval by the County in accordance with the specific requirements as specified herein. The Contractor understands that the County shall have the final approval on all Deliverables.

In reviewing the Deliverables, the Contractor understands that the County will provide the Contractor with either:

- i. a written notification of the County's approval,
- ii. a written notification that each Deliverable is approved subject to the Contractor providing prompt correction of a minor deficiency, or,
- iii. in the case of a Deliverable that does not meet the requirements of the Agreement, a written notification of the County's disapproval. The County's disapproval notification will state with reasonable detail to sufficiently advise the Contractor of the basis on which the Deliverable was determined to be unacceptable.

The Contractor understands that failure by the County to provide a notice of approval does not constitute approval.

Furthermore:

- iv. For each Deliverable made hereunder, the County shall have 30 business days, commencing on the first business day after receipt by the County of the Deliverable, to determine whether the Deliverable is approved as submitted, is approved subject to the correction by the Contractor of minor discrepancies, or whether it is unacceptable and therefore disapproved.
- v. Unless an extension of time has been granted by the County pursuant to Article 21, "Force Majeure" within ten (10) business days after receipt of the County's notification of disapproval, the Contractor shall deliver to the County the necessary

- revisions and/or modifications for a second review by the County.
- vi. If after the second review period, the Deliverable remains unacceptable for the County's approval, the County may direct the Contractor to either:
- a. Proceed with the Work subject to the correction of all outstanding deficiencies which led to the County's determination that a Deliverable was not acceptable for approval on or before a specific date established by the County for correcting such deficiency or deficiencies; or,
 - b. Suspend all Work being performed in regard to the execution of the Agreement, except those services necessary for the correction of outstanding deficiencies, until such time that all outstanding deficiencies have been corrected by the Contractor and resubmitted to the County for approval.

The County shall have the right to approve or accept part of any Deliverable. Any such approval shall be regarded as partial and conditional upon the County's approval or acceptance of all aspects of the Deliverable. The Contractor must correct any deficiencies within the time the County specifies for such correction in the County's notice concerning a partial approval (including approvals subject to a correction of minor deficiencies) or, if no time is given, promptly. If the County does not subsequently approve or accept all aspects of the Deliverable, the earlier conditional acceptance or approval may, in the sole absolute discretion of the County, be regarded as void and of no effect.

ARTICLE 19. TESTS

19.1 Network and Transaction Load Test. The Contractor shall conduct a mutually agreed upon Network and Transaction Load Test, as described in this Article, which simulates the volume of transactions across multiple sites, for a county the size of Miami-Dade County, to assess the ability of the County's Computer Network to support the Licensed Software and the ability of the Licensed Software to handle the County's Transaction Load. The results of this Network and Transaction Load Test shall be documented and delivered to the County within ten (10) days following the test. Contractor will either stipulate that the County Computer Network is adequate to support the Licensed Software or identify, and provide costs to remediate, any deficiencies in the network. Should there be deficiencies in the County Computer Network, the County has the option to upgrade the network, offer the Contractor an opportunity to correct the System and retest or terminate the agreement for convenience in accordance terms and conditions of this Agreement. These tests shall be conducted at the County's sole discretion.

Response time will be tested for logging into the case management application, logging into the mobile arrest reporting application, uploading a report, searching for an existing report and searching for a record in the CJIS. Contractor will perform these tests with the system with minimal or notable network traffic to establish a baseline. The County and Contractor will use the baseline to determine mutually acceptable response times for each transaction. The login to the Case Management Application and Mobile Arrest Reporting Application will be performed from both behind and in front of the ITD firewall. These tests shall be conducted at the County's sole discretion.

The Contractor shall perform its own unit and System testing prior to installing the Licensed Software to the County for customer testing. Testing will be based on test tools and manual and/or automated test scripts from use cases. The testing will be performed on the County's servers.

19.2 Final Acceptance. Prior to Final Acceptance of any error corrections, bug fixes, patches, updates or new releases, the System must pass the following mutually agreed upon tests as described in this Article, hardware functionality, data load, module functionality, third-party integration, reliability and response time tests. Final Acceptance will be dependent upon a fully functioning System as specified in this Agreement and Appendix A. Scope of Services. These tests shall be conducted at the County's sole discretion.

In the event that any of the aforementioned tests fail, and a resolution cannot be achieved, or Final Acceptance cannot be reached, the County shall have the option to terminate this Agreement in accordance with Article 36.

ARTICLE 20. SERVICE AVAILABILITY

The System should operate in a normal operating environment with a performance reliability level of at least 99.9% Reliability shall be determined by deducting downtime from the total number of hours that County operates the System. Downtime is defined as that period of time when it is not possible to perform scheduled activities due to the Licensed Software malfunction or the System is being released

to contractor for remedial maintenance. Downtime shall be calculated to the nearest one-tenth (1/10) of an hour and calculated as a percentage of a 24-hour day.

20.1 Uptime. Contractor agrees that any software or third-party software provided by the Contractor as part of the Solution will have an uptime performance of 99.9% calculated on a monthly basis excluding any event or condition not caused in whole or in part by the Contractor, including but not limited to: power, air conditioning, Internet failure, and scheduled maintenance. In the event that Contractor fails to meet the 99.9% performance target, Contractor will incur a penalty payable to the County in the amount of \$5,000 for each month the performance target is missed. County agrees to provide Contractor the opportunity to recover the penalty incurred by meeting or exceeding the 99.9% target for three consecutive months and by meeting or exceeding the 99.9% target over the course of a 12 months period which such period will be coterminous with the maintenance support period.

ARTICLE 21. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 22. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor or its parent shall be, at all times, employees of the Contractor or its parent under the Contractor's sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 23. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this

Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 24. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 25. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.

- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 26. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 27. AUDITS

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 28. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified in the Scope of Services, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 29. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance.

ARTICLE 30. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 31. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 32. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 33. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.

- b) This Agreement may also be terminated for convenience by the County with at least ninety (90)_days prior written notice to Contractor. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor 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. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 34. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;

- iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 35. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 36. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, irrespective of whether the County elects to terminate the Agreement, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

ARTICLE 37. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs,

documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 38. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. 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 Contractor nor its employees, agents, Subcontractors, 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 Contractor 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.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, 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 Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- d) 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 Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 39. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor 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.

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

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

ARTICLE 40. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services.
Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other **Arresting and Justice Agencies** to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County **during the Term of this Agreement**, or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any **other Arresting and Justice Agencies** for such **Arresting and Justice Agencies** or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 41. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

- b) **Conflict of Interest and Code of Ethics**
 Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 42. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 43. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 44. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

ARTICLE 45. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into

by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 46. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

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

ARTICLE 47. BANKRUPTCY

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

ARTICLE 48. GOVERNING LAW

This Contract, 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 in Miami-Dade

County.

ARTICLE 49. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

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

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

b) Joint Purchase

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

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

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

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 50. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 51. FORCE MAJEURE

Under applicable law, shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation,

the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 52. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF 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 CSSF. 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 CSSF 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 First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 53. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring 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) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1ST STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 54. 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.

ARTICLE 55. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 56. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Appendix G - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 57. CYBERSECURITY AND INFORMATION TECHNOLOGY PROCUREMENT AND PROTECTION PROGRAM

All purchases of Cybersecurity Products shall abide by [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, titled Cybersecurity and Information Technology Procurement and Protection Program. The proposed software and/or hardware shall be produced in the United States, with the following exceptions:

- a) the required Cybersecurity Product is not produced in the United States, or if such required Cybersecurity Product is produced in the United States and it is not of a satisfactory quality to meet the needs of Miami-Dade County;
- b) upon a written recommendation of the County Mayor and approved by a majority vote of the Board of County Commission members present, compliance with the procurement and contracting requirements of [Sec. 2-8.2.6.2](#) of the Code of Miami-Dade County, is not consistent with the best interests of the public; or
- c) the Cybersecurity Product is purchased from a company or subsidiary that is not on the list of prohibited telecommunications companies in the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Public Law 115-232](#), as that list may be amended from time.

Contractor's employees who have access to County owned, licensed, or operated Cybersecurity Products shall be subject to Heightened Security Review prior to such employees being granted access to County Cybersecurity Products.

ARTICLE 58. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 59. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 60. SOFTWARE SOURCE CODE ESCROW AGREEMENT

The County requires that the Contractor, for the duration of the Term, and any extensions thereof, maintain a Source Code escrow ("Escrow") with an escrow agent (the "Escrow Agent") reasonably acceptable to the County pursuant to a written agreement (the "Escrow Agreement") which complies with the terms of this Agreement, and which Escrow Agreement either (i) shall be jointly signed by the Contractor and the County or (ii) shall be an already existing Escrow Agreement, with respect to which the County shall become a signatory; and (b) deposit into said Escrow, the Source Code for the Licensed Software, including code for any Enhancements hereafter developed, and all technical and design Documentation relating to such Source Code which would allow a reasonably competent software programmer to understand, use, support and modify such Source Code (collectively, the "Deposit").

Updates and Verification. The awarded Contractor will update the Deposit on at least a bi-annual basis and always upon the release of a new version of the Licensed Software. The Contractor will provide the County with thirty (30) days notice prior to updating the Deposit. The County shall have the right, at the County's expense, to be present at the Contractor's facility to verify the creation and viability of the escrowed materials. Additionally, upon the request of the County (which in any event cannot occur more than one time per year), the County shall have the right, at the County's expense, to require the Contractor to build, at its facility a current release of the Licensed Software to verify the viability of the materials then in Escrow.

Fee. The annual fees of the Escrow Agreement will be paid to the Contractor by the County.

License for Use of Escrowed Material. If material deposited in Escrow is released to the County pursuant to such Escrow Agreement, the County is hereby granted the right and license, to make use of such material, utilizing the services of such employees and outside consultants as it may require notwithstanding any Agreement Contractor may have with its employees and consultants, to do all things reasonably necessary to perform such maintenance, support, modification and enhancement of the Licensed Software as Contractor was obligated but failed to provide under this Agreement or any other agreement between the Contractor and the County for the purpose of delivery of services by the County, or other governmental entities in a contractual relationship with the County, to citizens of the County, users of County services, or citizens or users of services of said other governmental entities.

ARTICLE 61. FEDERAL BUREAU OF INVESTIGATION'S CJIS SECURITY ADDENDUM

The Contractor and any of its employees or Subcontractors, that requires physical or logical access to MDPD's network must review the Federal Bureau of Investigation's (FBI) CJIS Security Addendum, attached herein as Annex A, and sign the FBI's CJIS Security Addendum Certification upon completion of a fingerprint, criminal background check, proof of citizenship or authorization to be employed in the United States, and successful passing of the CJIS Security Awareness Test, attached hereto as Annex B, biennially.

ARTICLE 62. OWNERSHIP OF DATA

Contractor acknowledges the County's ownership of the various databases installed upon the System. Upon the County's request and/or termination of this Contract by the County or upon conclusion of the Contract term, Contractor agrees to assist the County in extracting all County-owned data from the System in a formal mutually agreed upon method and transition plan by the County and Contractor. Such assistance shall include personnel time and Contractor's best efforts, provision of documentation regarding the format and contents of the extracted data, verification that the extracted data is complete and in a form suitable for use by the County, and other assistance necessary for the extraction of data.

Such assistance shall be provided by Contractor at no cost to the County. The data shall include all contents of all files created, maintained, and owned by the County, including all activity or subsystem in use by the County. Wherever standards exist for the format of that data, Contractor will furnish such data in the standard format. Appropriate documentation shall be provided. These Services will not be delayed or withheld by Contractor in the event of any legal proceeding initiated by either party.

The transition plan will be developed to include completion activities for in-process work, knowledge transfer, information transfer, and training.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: *Paul San Soucie*
 (Signature)
 Name: Paul San Soucie
 Title: CEO
 Date: 07/25/2025
 Attest: *Karis Wohlgemuth*
 Corporate Officer

By: _____
 (Signature)
 Name: for
Daniella Levine Cava
 Title: Mayor
 Date: _____
 Attest: Juan Fernandez-Barquin
 Clerk of the Court and Comptroller
 By: _____
 (Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A – SCOPE OF SERVICES

1. MAINTENANCE AND SUPPORT SERVICES

1.1 Contractor Obligations

For so long as the County purchases software, maintenance, and support services, the Contractor shall furnish to the County, at no additional cost to the County, and provided that the County elects to install same, all Application Software replacements, substitutions, upgrades, enhancements from other Kologik customers, new releases or new versions, and associated Documentation. These Application Software replacements, subscriptions, upgrades, enhancements from other Contractor customers, new releases or new versions shall be furnished at no additional cost to the County unless they contain only functions that are wholly outside of the A-Form Solution, performance, capacity or response time as described in this document and shall comply with **Section 2. Software** herein. The County understands that all releases must be installed separately and that new enhancements, and some bug fixes, are not made available without accepting such releases. These Application Software replacements, subscriptions, upgrades, enhancements from other Contractor customers, new releases or new versions will include, at no additional charge to the County, all County profiles, configurations and functionalities.

The A-Form Solution can be upgraded centrally over the network. The A-Form Solution allows new software releases or interim patches to be installed and configured remotely so that upon user login at each workstation or laptop, a message is displayed to download the upgrade or patch. County shall notify Contractor before installing new software releases or interim patches to third-party products that interface with Licensed Software.

The Maintenance and Support services listed in this **Section 1. Maintenance and Support Services** include all items listed in **Section 2. Software** and any future Licensed Software purchased under this agreement. 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.

Contractor is responsible for certifying that the software functions on the County's current infrastructure as defined in the **Appendix D. Miami-Dade County Information Technology Department Technology Model**.

The Florida Department of Law Enforcement (FDLE) requires participation by all law enforcement in the Uniform Arrest Affidavit (UAA). UAA provides specifications that all arrest affidavits must follow as well as a method to upload completed arrest affidavits into the FDLE UAA repository. The Contractor shall at no additional cost to Miami-Dade County, make any changes to the Kologik Arrest Form Management (AFM) and the Kologik Mobile Reporting Client (MRC) that are required to be compliant with the UAA specifications. This includes support for the Florida Incident Based Reporting System (FIBRS) as it pertains to arrest forms. Additionally, the Contractor shall provide Miami-Dade with a method to send or upload completed arrest affidavits (A-Forms) to the FDLE UM repository.

1.2 Third-Party Maintenance

The Contractor shall assume responsibility for continuing support services for all Contractor supplied third-party software covered under this agreement.

1.3 Project Manager

During planning and implementation of error corrections, bug fixes, patches, updates or new releases, as well as for the duration of this Agreement, the Contractor will provide a Project Manager and a primary point of contact for all issues, support and otherwise, affecting the County. The Project Manager will facilitate weekly or as-needed conference calls with County staff to review and resolve any open issues and will be authorized by the Contractor to bring in appropriate Contractor staff to resolve all open issues. The Project Manager will be the primary point of contact for the County and will be able to escalate all technical issues when necessary.

1.4 Telephone Support

For the term of this Agreement, the Contractor shall provide unlimited telephone support for both technical and functional assistance, enhancements and upgrades to the Licensed Software and Documentation or any other issues that the County deems necessary. Telephone support shall be provided in the following manner: Queries for specific technical problems and failures are possible at

any time. For this purpose, the County will contact the Project Manager or the Contractor's help desk.

1.5 Service Response Plan

- A. Phone Support. Contractor shall provide unlimited live telephone support via Contractor's toll-free number (855) 339-9417. Live telephone support will be available 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time.
- B. Severity 1= Critical. For after-hours support, Contractor will provide support via Contractor's toll-free number (855) 339-9417, 24 hours a day, 7 days a week, including holidays.
- C. Severity 2 = Urgent. For after-hours support, the Contractor will provide support via Contractor's toll-free number (855) 339-9417 24 hours a day, 7 days a week, including holidays.
- D. Incident reporting and tracking will be available online or by e-mail 24 hours a day.
- E. Contractor will remotely connect to the County's network via methods currently approved by ITD.
- F. County shall perform preventive maintenance to the enterprise-shared services infrastructure hosting the A- Form solution according to the manufacturer's recommended schedule for hardware. Maintenance will be performed only if required and if also recommended by the Contractor to ensure that problems are detected and corrected before they affect performance and that all components are adjusted for optimum performance. County will perform preventive maintenance on databases and Licensed Software on an agreed-upon mutually beneficial schedule, with prior notification to the Contractor, to ensure that the A-Form solution is running at optimal performance.
- G. While the expectation is that the Licensed Software will normally be serviced by the Contractor remotely, the Contractor understands that should any problems or issues be unable to be resolved remotely, the Contractor would be expected to provide on-site service at no additional cost to the County.

The County acknowledges and understands that the Contractor's ability to respond within the times listed in the table below is dependent on the County's fulfillment of its obligation to provide remote access. Response time targets are measured from receipt of first notification by email or telephone or to the Contractor via the toll-free number (855) 339- 9417.

Severity	Definition	Response time	Resolution Time	Status Frequency Update
1=Critical	A major component of the System, whether hardware or software, is in a non-responsive state and severely affects County's productivity or operations. A high impact problem which affects the County.	One (1) hour	Four (4) hours	One (1) hour
2=Urgent	Any component failure or loss of functionality no covered in Severity 1, which is hindering operations, such as, but not limited to: excessively slow response time, functionality degradation, error messages, backup problems, or issues affecting the use of a module or the data.	Two (2) hours	Eight (8) hours	Two (2) hours
3=Important	Lesser issues, questions, or items that minimally impact operations or require a work around.	Four (4) hours	72 hours	Four (4) hours
4=Minor	Issues, questions, or items that do not impact operations. Issues can be easily scheduled such as an upgrade or patch.	24 hours	One (1) month for an acceptable work around until final resolution	Weekly status call

*There can be issues that require software engineering, testing, and release cycle that push the deployment beyond the Resolution Time. In these cases, County and Contractor will meet via phone or in person and mutually agree upon a timetable for resolution.

1.6 E-mail Support

For the term of this agreement, the Contractor shall provide support via email or phone. The error and priority levels are set forth in section 2.5 Service Response Plan above and response times indicated therein are applicable.

1.7 Escalation Process

The County shall have the names, phone, e-mail, or cell number of the Project Manager or Support Contact that the County can contact to escalate any critical issues that have not been resolved according to the resolution times specified in section 1.5 Service Response Plan. The County and the Contractor shall adhere to the deficiency resolution process described below:

Severity Level 1:

The Contractor shall acknowledge Severity Level 1 incident provided via phone or e-mail within one hour from the time that the incident was placed. In addition, Contractor shall promptly initiate the following procedures:

1. Assign a senior Help Desk team member to diagnose and determine the course of action to resolve the error, including, as necessary, escalation of the Severity Level 1 error to any available resources within Contractor, such as senior support staff, system engineers, Contractor's management; and
2. Provide ongoing communication on the status of the corrections; commence to develop a workaround or a fix and provide continuous effort until such workaround or fix is available (Contractor will exercise best efforts to resolve the Severity Level 1 incident within four (4) hours); and
3. Contractor will provide hourly updates to the County of the Severity Level 1 incident being assigned to the Help Desk team for diagnosis; the County may contact Contractor personnel to inquire about the status of a resolution of the Severity 1 Incident.
4. Contractor shall provide the best level of effort to correct any Severity Level 1 deficiency. If a deficiency cannot be corrected within specified time as described above, Contractor will communicate with the County's System Administrator, or his/her designee, and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
5. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the County's System Administrator, or his/her designee, and the parties will work together to define an updated estimate for the time needed for correction.
6. This process will be repeated until the correction is approved by the County's System Administrator.

Severity Level 2:

1. The Contractor shall provide the best level of effort to correct any Severity Level 2 deficiency. If the deficiency cannot be corrected within specified time, as described above, Contractor will communicate with the County's System Administrator, or his/ her designee, and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
2. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the County's System Administrator, or his/ her designee, and the parties will work together to define an updated estimate for the time needed for correction.
3. Contractor will provide updates every two (2) hours to the County of the Severity Level 2 incident being assigned to the Help Desk team for diagnosis; the County may contact Contractor personnel to inquire about the status of a resolution of the Severity 2 incident
4. This process will be repeated until the correction is approved by the County's System Administrator.

Severity Level 3:

1. Contractor shall provide the best level of effort to correct any Severity Level 3 deficiency. If the deficiency cannot be corrected within specified time, as described above, the Contractor shall communicate with the County's System Administrator and provide an estimated time for completing the correction. The parties will jointly cooperate during this period of time.
2. In the event the deficiency cannot be corrected within the estimated time, Contractor will immediately notify the County's System Administrator and the parties will work together to define an updated estimate for the time needed for correction.
3. This process will be repeated until the correction is approved by the County's System Administrator.

Severity Level 4:

1. The Contractor shall upon identification or notification by the County's System Administrator, correct all Severity Level 4 deficiency (ies) by the earlier of (a) the next Version Release or (b) six (6) months from the County's report of such deficiency to the Contractor. The Contractor shall provide a work around as defined in the table above.
2. This process shall be repeated until the correction is approved by the County's System Administrator.

1.8 Severity Level 1 Performance Credits

The Contractor's failure to meet the response time, resolution time, and/or status frequency updates shall result in a credit of five hundred (\$500) dollars per day for each day, or portion thereof, the Severity Level 1 deficiency (ies) continues beyond the timeframe required for resolution thereof under section 1.5 Service Response time.

1.9 Severity Level 2 Performance Credits

The Contractor's failure to meet the response time, resolution time, and/or status updates will result in a credit of three hundred dollars (\$300) per day for each day, or portion thereof, the Severity Level 2 deficiency (ies) continues beyond the timeframe required for resolution thereof under section 1.5. Service Response Plan of this agreement.

1.10 Credits for Deficiencies

If during any calendar month, three (3) or more Level 1 and/or 2 deficiencies occur, may result in a credit in an amount equal to one third (1/3) of the prorated monthly maintenance fees.

1.11 Default

In the event that the Contractor fails to resolve any issues with regards to Severity 1,2,3, or 4, the County as its option may hold the Contractor in default in accordance with the terms of this agreement.

1.12 Updates by Mutual Agreement

The Contractor and the County will mutually agree upon a schedule for implementing License Software error corrections, bug fixes, patches, updates or new releases. All non-mandatory License Software error corrections, bug fixes, patches, updates or new releases must be installed within three (3) months of their release to guarantee proper program performance and continued support. Failure, in whole and without cause, by the County to install Licensed Software updates within the three (3) month timeframe may result in the increase of program services and maintenance fees where appropriate.

2. SOFTWARE**2.1 Software Supported**

- A. **Kologik Arrest Form Management (AFM) Application:** Web application used by all Miami-Dade agencies for creation and management of A-Forms. It provides the central repository, workflow and the ability to create A- Forms.
- B. **Kologik Mobile Reporting Client (MRC) Application:** Mobile application for Windows 10 used by law enforcement that has the ability to create and update A-Forms.
- C. **Kologik Statute Management Application:** Web application that allows for the creation, editing and removing of statutes for use with the A-Form Solution.
- D. **Kologik Director:** Manages security, agencies, groups and scheduling for the A-Form Solution.
- E. **Kologik Gateway:** Web application server used in the A-Form Solution.
- F. **Kologik Template Administration Application:** Web application used by IT administration to configure and manage the A-Form Solution.
- G. **Kologik Miami-Dade CJIS Integrator/Web Services:** Server that provides a web service connection to the Miami-Dade CJIS system for purposes of creating A-Forms and sending/receiving data between the A-Form Solution and CJIS.
- H. **Kologik FCIC Integrator:** Server that provides a connection to the FDLE FCIC switch for purposes of populating A-Forms with driver's license and/or vehicle data.
- I. **Kologik Patrol Application:** Web application used by law enforcement to search the A-Form database, FCIC and Miami-Dade CJIS systems for individuals with past arrests.
- J. **Kologik A-Form Agency Integrator/Web Services:** Web service that all participating agencies can use to retrieve their own A-Forms in XML and/or PDF format.
- K. **Kologik GIS Interface:** Interface that allows the A-Form to communicate with the County GIS services for purposes of

geo-coding addresses.

- L. **Kologik Baker Act Form Management:** Web application used by all Miami-Dade agencies for creation and management of Baker Act Forms. It provides the central repository, workflow and the ability to create Baker Act Forms.

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APPENDIX B – PRICE SCHEDULE**A. Maintenance and Support Fees**

Description	Annual Fee
Maintenance and Support Contract Year 1	\$225,000
Maintenance and Support Contract Year 2	\$225,000
Maintenance and Support Contract Year 3	\$225,000
Maintenance and Support Contract Year 4	\$225,000
Maintenance and Support Contract Year 5	\$225,000

B. Hourly rates

- C. If additional/optional services are requested by the County for additional/optional work, the following rates represent the “not to exceed” hourly rates to be charged by the Contractor during the term of this contract agreement including any extensions thereof

Description	Not to exceed hourly rate
Project Manager	\$180.00
Developer	\$160.00
Architect	\$195.00
Web Developer	\$140.00
Quality Assurance	\$105.00
Database Administrator	\$160.00
System Administrator	\$130.00
Technical Writer	\$85.00
Trainer	\$85.00

APPENDIX C

HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and Kologik Software, Inc., the Business Associate ("Associate").

RECITALS

- A.** As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").
- B.** County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, PHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C.** The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

- 1. Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.
- a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.
- c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 1103. [45 CFR Parts 160, 162 and 164]
- d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]
- e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.
- f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.
- 2. Obligations of Associate.**
- a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

- b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]
- c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).
- d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]
- e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.
- f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]
- g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]
- h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]
- i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]
- j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.
- k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.
- l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.
- n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any

third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. Indemnification. Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. Limitation of Liability. Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

b. Amendment of Appendix C. In addition to amendments described in 7a above, Appendix C may otherwise be modified or amended by written mutual agreement of the parties without amendment of the remainder of this Agreement."

8. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. Interpretation. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. Jurisdiction. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

**APPENDIX D.
ESCROW AGREEMENT**



Effective Date	57230
Deposit Account Number	08/29/2025
*Effective Date and Deposit Account Number to be supplied by NCC Group only.	

Three-Party Escrow Service Agreement

1. Introduction

This Three Party Escrow Service Agreement (the “**Agreement**”) is entered into by and between *Kologik Software, Inc.* (the “**Depositor**”), and by *Miami-Dade County* (the “**Beneficiary**”) and by NCC Group Software Resilience (NA) LLC (“**NCC Group**”), a Delaware limited liability company. Depositor, Beneficiary, and NCC Group may be referred to individually as a “**Party**” or collectively as the “**Parties**” throughout this Agreement.

- (a) The use of the term services in this Agreement shall refer to NCC Group services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached to this Agreement (“**Services**”). A Party shall request Services under this Agreement by selecting such Service on Exhibit A upon execution of the Agreement or by submitting a work request for certain NCC Group Services (“**Work Request**”) via written instruction or websites owned or controlled by NCC Group (collectively the “**NCC Group Website**”).
- (b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement (“**License Agreement**”) conveying intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

2. Depositor Responsibilities and Representations

- (a) It shall be solely the Depositor’s responsibility to: (i) make an initial deposit of all proprietary technology and other materials covered under this Agreement and all required documents that would allow the beneficiary to use the product-source code (“**Deposit Material**”) to NCC Group within thirty (30) days of the Effective Date; (ii) make any required updates to the Deposit Material during the Term (as defined below) of this Agreement which shall include at least three (3) annual updates to the Deposit Material and updates to the Deposit Material when a paid SOW (as defined in Article 14 of SOW) is executed by and between the Depositor and Beneficiary during the Term; and (iii) ensure that a minimum of one (1) copy of Deposit Material is deposited with NCC Group at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to NCC Group using the form attached to this Agreement as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to NCC Group under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of NCC Group under this Agreement. Depositor warrants that with respect to the Deposit Material, NCC Group’s proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

3. Beneficiary Responsibilities and Representations

- (a) Beneficiary acknowledges that, as between NCC Group and Beneficiary, NCC Group’s obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than NCC Group’s inspection of the Deposit Material (as described in Section 4) and the performance of any of the optional verification Services listed in Exhibit A, NCC Group has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.
- (b) It shall be solely the Beneficiary’s responsibility to monitor whether a deposit or deposit update has been accepted by NCC Group.

4. NCC Group Responsibilities and Representations

- (a) NCC Group agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the “**Authorized Person(s)/Notices Table**” below) representing the Depositor or Beneficiary in a Work Request. NCC Group may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) NCC Group will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If NCC Group determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, NCC Group will notify Depositor of such discrepancy.

- (c) NCC Group will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement. Either Depositor or Beneficiary may obtain information regarding deposits or deposit updates upon request or through the NCC Group Website.
- (d) NCC Group will follow the provisions of Exhibit C attached to this Agreement in administering the release of Deposit Material.
- (e) NCC Group will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of NCC Group, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by both Depositor and Beneficiary, NCC Group will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.
- (g) Should transport of Deposit Material be necessary for NCC Group to perform Services requested by Depositor or Beneficiary under this Agreement or following the termination of this Agreement, NCC Group will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. NCC Group will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Deposit Material Verification

- (a) Beneficiary may submit a verification Work Request to NCC Group for one or more of the Services defined in Exhibit A attached to this Agreement and Depositor consents to NCC Group's performance of any level(s) of such Services. Upon request by NCC Group and in support of Beneficiary's request for verification Services, Depositor shall promptly complete and return an escrow deposit questionnaire and reasonably cooperate with NCC Group by providing reasonable access to its technical personnel whenever reasonably necessary.
- (b) The Parties consent to NCC Group's use of a subcontractor to perform verification Services. Such subcontractor shall be bound by the same confidentiality obligations as NCC Group and shall not be a direct competitor to either Depositor or Beneficiary. NCC Group shall be responsible for the delivery of Services of any such subcontractor as if NCC Group had performed the Services. Depositor warrants and Beneficiary warrants that any material it supplies for verification Services is lawful, does not violate the rights of any third parties and is provided with all rights necessary for NCC Group to perform verification of the Deposit Material.
- (c) NCC Group will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("**SOW**"). NCC Group and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; NCC Group responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and NCC Group with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. Provided that the requesting Party has identified in the verification Work Request or SOW that the Deposit Material is subject to the regulations of the International Traffic in Arms Regulations (22 CFR 120)(hereinafter "**ITAR**"), NCC Group shall ensure that any subcontractor who is granted access to the Deposit Material for the performance of verification Services shall be a U.S. Person as defined in 8 U.S.C. 1101(a)(20) or who is a protected person as defined in 8 U.S.C. 1324b(a)(3). After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth in the SOW. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

6. Payment

The Party responsible for payment designated in the Paying Party Billing Contact Table ("**Paying Party**") shall pay to NCC Group all fees as set forth in the Work Request ("**Service Fees**"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. NCC Group may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than NCC Group income taxes) related to Services purchased under this Agreement or shall present to NCC Group an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by NCC Group when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, NCC Group is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

7. Term and Termination

- (a) The term of this Agreement is for a period of one (1) year from the Effective Date ("**Initial Term**") and will automatically renew for additional one (1) year terms ("**Renewal Term**") (collectively the "**Term**"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide NCC Group with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides NCC Group and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement

terminates under another provision of this Agreement; or (iv) any time after the Initial Term, NCC Group provides sixty (60) days' prior written notice to the Depositor and Beneficiary of NCC Group's intent to terminate this Agreement. The Effective Date and the Deposit Account Number shall be supplied by NCC Group only. The Effective Date supplied by NCC Group and specified above shall be the date NCC Group sets up the escrow account.

- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, NCC Group shall return physical Deposit Material to the Depositor and erase electronically submitted Deposit Material. If reasonable attempts to return the physical Deposit Material to Depositor are unsuccessful, NCC Group shall destroy the Deposit Material.
- (c) In the event of the nonpayment of undisputed Service Fees owed to NCC Group, NCC Group shall provide all Parties to this Agreement with written notice of NCC Group's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to NCC Group to cure the default. If the past due payment is not received in full by NCC Group within thirty (30) calendar days of the date of such written notice, then NCC Group shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. NCC Group shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 10) so long as any undisputed Service Fees due NCC Group under this Agreement remain unpaid.

8. Infringement Indemnification

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend, indemnify and hold NCC Group fully harmless against any claim or action asserted against NCC Group (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that NCC Group's administration of this Agreement infringes any patent, copyright, license or other proprietary right of any third party. When NCC Group has notice of a claim or action, it shall promptly notify Depositor in writing. Depositor may elect to control the defense of such claim or action or enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of NCC Group without NCC Group's prior written consent, which consent shall not be unreasonably delayed or withheld. NCC Group shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

9. Warranties

NCC GROUP WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A COMMERCIALY REASONABLE MANNER CONSISTENT WITH INDUSTRY STANDARDS. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY NCC GROUP PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10. Confidential Information

NCC Group shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material and use at least the same degree of care to safeguard the confidentiality of the Deposit Material as it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Except as provided in this Agreement NCC Group shall not use or disclose the Deposit Material. NCC Group shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as NCC Group. If NCC Group receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, NCC Group will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, NCC Group may comply in good faith with such order or subpoena. It shall be the responsibility of Depositor or Beneficiary to challenge any such order or subpoena; provided, however, that NCC Group does not waive its rights to present its position with respect to any such order or subpoena. NCC Group will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any order or subpoena, at such Party's expense.

11. Limitation of Liability

EXCEPT FOR: (I) LIABILITY FOR DEATH OR BODILY INJURY; (II) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 8, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO \$250,000 (USD).

12. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES

(EXCLUDING SUBSTITUTE ESCROW SERVICES), OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

13. **General**

- (a) **Purchase Orders.** In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to NCC Group, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by NCC Group.
- (b) **Right to Make Copies.** NCC Group shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. NCC Group shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by NCC Group. Any copying expenses incurred by NCC Group as a result of a Work Request to copy will be borne by the requesting Party. NCC Group may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for NCC Group to perform this Agreement.
- (c) **Choice of Law.** The validity, interpretation, and performance of this Agreement shall be construed under the laws of the State of Georgia, USA, without giving effect to the principles of conflicts of laws.
- (d) **Authorized Person(s).** Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("**Authorized Person**") who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the NCC Group escrow account through the NCC Group website or written instruction. Depositor and Beneficiary warrant that they shall maintain the accuracy of the name and contact information of their respective designated Authorized Person during the Term of this Agreement by providing NCC Group with a written request to update its records for the Party's respective Authorized Person which includes the updated information and applicable deposit account number(s).
- (e) **Right to Rely on Instructions.** With respect to release of Deposit Material or the destruction of Deposit Material, NCC Group shall rely on instructions from a Party's Authorized Person. In all other cases, NCC Group may act in reliance upon any instruction, instrument, or signature reasonably believed by NCC Group to be genuine and from an Authorized Person, officer, or other employee of a Party. NCC Group may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. NCC Group will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.
- (f) **Force Majeure.** No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, strikes, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (g) **Notices.** NCC Group shall have the right to rely on the last known address provided by each the Depositor and Beneficiary for its respective Authorized Person and Billing Contact as set forth in this Agreement or as subsequently provided as an update to such address. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including but not limited to invoices and payments, may be sent electronically or by regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties, that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or commercial express mail.
- (h) **No Waiver.** No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of that or any other right under this Agreement.
- (i) **Assignment.** No assignment of this Agreement by Beneficiary or any rights or obligations of Beneficiary under this Agreement is permitted without the written consent of NCC Group, which shall not be unreasonably withheld or delayed. Depositor may assign this Agreement and any rights or obligations of Depositor in its sole discretion and shall provide reasonable notice of any such assignment to NCC Group. NCC Group shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless NCC Group receives clear, authoritative and conclusive written evidence of the change of Parties.
- (j) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.
- (k) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that NCC Group's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (l) **Attorneys' Fees.** Any costs and fees incurred by NCC Group in the performance of obligations imposed upon NCC Group solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court

orders, discovery requests, and disputes arising solely between Depositor and Beneficiary, including, but not limited to, disputes concerning a release of the Deposit Material shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary.

- (m) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (n) **Disputes.** Any dispute, difference or question arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. Arbitration will take place in Atlanta, Georgia, USA. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address.
- (o) **Interpleader.** Anything to the contrary notwithstanding, in the event of any dispute regarding the interpretation of this Agreement, or the rights and obligations with respect to the Deposit Material in escrow or the propriety of any action contemplated by NCC Group hereunder, then NCC Group may, in its sole discretion, file an interpleader or similar action in any court of competent jurisdiction to resolve any such dispute.
- (p) **Regulations.** Depositor and Beneficiary each represent and covenant that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the Deposit Material or the Services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including, but not limited to ITAR, any export control and economic sanctions or government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement; and (iii) it will not take any action that will cause NCC Group to be in violation of such laws and regulations, and will not require NCC Group to directly or indirectly take any action that might cause it to be in violation of such laws and regulations. Depositor will not provide NCC Group with Deposit Material that is subject to export controls and controlled at a level other than EAR99/AT. With respect to Deposit Material containing personal information and data, Depositor agrees to (i) procure all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. NCC Group is responsible for and warrants, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations to the extent that it is directly regulated by the law, rule or regulation and to the extent that it knows or has been advised that, as a result of this Agreement, its activities are subject to the law, rule or regulation.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all of the Parties.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all attached Exhibits and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement. Each of the Parties warrant that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its organization as named in this Agreement. This Agreement may be modified only by mutual written agreement of all the Parties.
- (s) **Counterparts.** This Agreement may be executed electronically in accordance with applicable law or in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- (t) **Survival.** Sections 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Warranties), 10 (Confidential Information), 11 (Limitation of Liability), 12 (Consequential Damages Waiver), and 13 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached to this Agreement.

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name	Paul San Soucie	Print Name	Nury Avila
Title	CEO	Title	IT Manager
Date	07/30/2025	Date	8/19/2025

NCC GROUP	
Signature	<small>Signed by:</small>  <small>E88775ED32C2430</small>
Print Name	Mary English
Title	VP Service Delivery
Date	August 29, 2025

**Approved as to Legal and Operational Content:
NCC Group**



Name: Melba Thomas, Contracts Attorney
Date: July 25, 2025

(BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – NOTICES TABLES AND EXHIBITS FOLLOW)

Authorized Person Notices Table			
Please provide the names and contact information of the Authorized Persons under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required information)		BENEFICIARY (Required information)	
Print Name	Paul San Soucie	Print Name	Nury Avila
Title	CEO	Title	IT Manager
Email Address	pauls@kologik.com	Email Address	Nury.Avila@miamidade.gov
Street Address	301 Main St. Ste 2200	Street Address	5680 S.W. 87 th Avenue
City	Baton Rouge	City	Miami
State/Province	LA	State/Province	FL
Postal/Zip Code	70801	Postal/Zip Code	33173
Country	US	Country	US
Phone Number	469-680-1400	Phone Number	305-596-8610

Paying Party Billing Contact Information Table (Required information)	
Please provide the name and contact information of the Billing Contact for the Paying Party under this Agreement. All Invoices will be sent to this individual at the address set forth below. Incomplete information may result in a delay of processing.	
Company Name	Kologik Software, Inc.
Print Name	
Title	
Email Address	
Street Address	
City	
State/Province	
Postal/Zip Code	
Country	
Phone Number	
Purchase Order #	

NCC GROUP

All notices should be sent to SRclientservices@nccgroup.com OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669.

Exhibit A Escrow Services Fee Schedule – Work Request

Deposit Account Number	57230
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Service	Service Description - Three-Party Escrow Service Agreement	One-Time/Per Service Fees	Annual Fees
<input checked="" type="checkbox"/> Setup Fee (Required at Setup) <input checked="" type="checkbox"/> Deposit Account Fee (Required at Setup) <input checked="" type="checkbox"/> Beneficiary Fee (Required at Setup)	<p>All services are listed below. Check the requested service and submit a Work Request to NCC Group for services requested after agreement signature.</p> <p>One-time Setup Fee for NCC Group to setup a standard Three-Party Escrow Service Agreement.</p> <p>NCC Group will set up one deposit account to manage and administrate access to Deposit Material to be secured in a controlled storage environment. NCC Group will provide account services that include unlimited deposits, electronic vaulting, access to NCC Group Website for secure online account management, submission of electronic Work Requests, and communication of status. Release of deposit material is also included in the annual fee. An oversize fee of \$250 USD per 1.2 cubic foot will be charged for deposits that exceed 2.4 cubic feet.</p> <p>NCC Group will fulfill a Work Request to add a Beneficiary to an escrow deposit account and manage account access rights. Beneficiary will have access to NCC Group Website for secure online account management, submission of electronic Work Requests, and communication of status.</p>	\$3,215	\$1,400 \$1,065
<input type="checkbox"/> Media File Review Audit	NCC Group will perform one (1) Media File Review Audit, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan outputs, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. The deposit must be provided on CD, DVD-R, or deposited electronically.	\$3,870	N/A
<input type="checkbox"/> Deposit Review Audit	NCC Group will perform one (1) Deposit Review Audit on the specified deposit, which includes the outputs of the Media File Review, that the files contain source code, and that sample source files can be edited. The audit includes verification that the source code material within the supplied Deposit Material can be copied to an independent hardware environment and, if encrypted, that the Deposit Material can be accessed using the password or decryption key if supplied. Output includes a report documenting the results of the audit, including the outcomes of each verification objective. A final report will be sent to the requesting Party regarding the Deposit Material.	\$8,290 or based on SOW if custom work required	N/A
<input type="checkbox"/> Dual Vaulting	NCC Group will store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	\$1,025
<input type="checkbox"/> Remote Vaulting	NCC Group will store and manage the Deposit Material in a remote location, designated by the client, outside of NCC Group’s primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	Call for Quote
<input checked="" type="checkbox"/> Custom Contract Fee	Custom contract changes to NCC Group templates are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$1,575	N/A
<input type="checkbox"/> Entry Level Verification (ELV)	NCC Group will perform an Entry Level Verification (“ELV”) of source code and other material that Depositor will submit as Deposit Material. During the ELV, Depositor will demonstrate the completeness and functionality of the source code by compiling the code while being remotely observed online by an NCC Group Verification Consultant at a mutually agreeable time. The ELV consists of four phases. Phase One – the Verification Consultant reviews the requirements for the build including hardware and tools, examination of the structure and attributes of the source code and relevant associated files, which will be submitted as Deposit Material. Phase Two - the Depositor will compile the source code into a working application while under observation from the Verification Consultant. Phase Three – Depositor will verify that the build is successful and working as expected. The Verification Consultant will work with the Depositor to document the successful build and prepare an ELV report that will document the testing process and outcome. Phase four - Once testing is complete, Depositor shall submit the source code and files used for the ELV as Deposit Material. The Service Fee covers up to eight (8) hours over no more than two (2) consecutive business days.	\$22,665	
<input type="checkbox"/> Independent Build Verification (IBV)	Upon receipt of the Deposit Material, NCC Group will perform an Independent Build Verification (“IBV”) of the source code. The IBV consists of the following steps: (1) prior to attempting the IBV, a review of the technical questionnaire (as submitted by the Depositor) or previous ELV report (if available) will be conducted by a technical NCC Group consultant; (2) the NCC Group consultant will prepare a suitable build environment, including configuring an appropriate operating system and installing the identified third party software required for compiling; (3) the Deposit Material will be transferred to the build environment. The NCC Group consultant will confirm if appropriate build documentation or instructions have been received; (4) The NCC Group consultant will attempt to build an executable version of the source code (following up as needed with the Depositor); (5) Upon a successful build, a copy of the executable version will be provided to the Beneficiary for testing; (6) The NCC Group consultant will process the deposit for storage and prepare an IBV report detailing the verification process and outcome.	\$25,245	
General Terms for all tests and verifications	Fees for testing are due in advance and testing will begin after payment of such fees. If through no fault of NCC Group, testing cannot be completed within twelve (12) months of being ordered, NCC Group will issue a final failed test report identifying the reason for the failure and the testing shall be considered completed. Prior to beginning testing, NCC Group will determine if third party tools or software are required for completion of testing. If such software or tools are required, NCC Group will bill the Paying Party at cost for the additional expense to acquire such tools or software. Testing will begin after payment of such expense. NCC Group reserves the right to cancel testing and issue a refund if NCC Group determines requirements for testing exceed its contemplated scope of testing services or if NCC Group determines it cannot provide such testing. Price is exclusive of expenses, VAT and sales tax. Verification Fees are subject to change in accordance with standard rates for services.		
Additional Verification Services (Fees based on Statement of Work)			

Secure Verification (SAST)	NCC Group will perform a Static Application Security Test (“SAST”) to identify any security vulnerabilities in the application source code. The SAST Verification consists of the following steps: (1) Scoping and review of questionnaire (as submitted by the Depositor), followed by an assessment of whether the code base provided is complete, and that all third party dependencies have been provided; (2) the NCC Group Consultant will work with the Depositor to resolve any compilation errors and obtain any missing assemblies or third party libraries; (3) where applicable, the NCC Group Consultant will conduct a pre-scan (translation) of the source code, to ensure the automated SAST assessment can be performed; (4) the NCC Group Consultant will perform an automated scan of the code to analyze the source code for security vulnerabilities. This will be performed using a Static Code Analyzer, (5) Upon completion of the SAST assessment, two reports will be produced. A technical report, containing all SAST assessment results and a list of all identified vulnerabilities will be issued to the Depositor. An executive summary report will be issued to the Beneficiary SAST analysis is available for the following languages: ABAP/BSP, ActionScript/MXML, ASP.NET, VB.NET, C# (.NET), C/C++, Classic ASP, COBOL, ColdFusion CFML, HTML, Java, JavaScript/AJAX, JSP, Objective-C, PHP, PL/ SQL, Python, T-SQL, Ruby, Swift, Visual Basic, VBScript, XML. Additional languages may be supported if agreed in writing between the parties after consultation and review of requirements.
Binary Comparison Verification	NCC Group will fulfill a Statement of Work (SOW) to perform one Binary Comparison Test - Binary Comparison, which includes the outputs of the IBV test, a comparison of the executable files built from the IBV Test to the actual executable files in use by the Beneficiary to ensure a full binary-level match, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.
Full Usability Verification	NCC Group will fulfill a Statement of Work (SOW) to perform one Deposit Usability Test - Full Usability, which includes the outputs of the Deposit Review and IBV (if applicable). NCC Group will confirm that the deposited application can be setup, installed and configured and, when installed, will execute functional tests, based on pre-determined test scripts provided by the Parties, and create comprehensive setup and installation documentation. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and NCC Group will agree on a custom SOW prior to the start of fulfillment. A completed escrow deposit questionnaire is required for execution of this test.

Pursuant to the Agreement, the undersigned hereby issues this Work Request for performance of the Service(s) selected above.

Paying Party – For Future Work Request Use Only	
Paying Party Name	
Signature	
Print Name	
Title	
Date	

NCC GROUP

All Work Requests should be sent to SRclientservices@nccgroup.com OR NCC Group, Attn: Client Services, 6111 Live Oak Parkway, Norcross, Georgia, 30093, USA. Telephone: 800-875-5669.

Exhibit B

Deposit Material Description

(This document must accompany each submission of Deposit Material)

Company Name		Deposit Account Number	57230
Deposit Name		Deposit Version	

(Deposit Name will appear in account history reports)

Deposit Media

(Please Label All Media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> USB Drive	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAT Tape(4mm/8mm)		<input type="checkbox"/> Hard Drive / CPU	
<input type="checkbox"/> LTO Tape		<input type="checkbox"/> Circuit Board	
<input type="checkbox"/> Other (please describe):			

	Total Size of Transmission (specify in bytes)	# of Files	# of Folders
<input type="checkbox"/> Electronic Deposit			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted? Yes or No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit. Depositor at its option may submit passwords on a separate Exhibit B.

Encryption tool name		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to certify and provide your contact information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to NCC Group at the address below.	<input type="checkbox"/> NCC Group has inspected and accepted the above described Deposit Material either electronically or physically. NCC Group will notify Depositor of any discrepancies.		
Print Name		Name	
Date		Date	
Email Address			
Telephone Number			

Note: If Depositor is physically sending Deposit Material to NCC Group, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:

NCC Group
 Attn: Vault Administration
 6111 Live Oak Parkway
 Norcross, GA 30093
 Telephone: 800-875-5669

Exhibit C

Release of Deposit Material

Deposit Account Number	57230
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NCC Group will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 13(g) Notices.

1. Release Conditions.

Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as “**Release Conditions**”):

- (i) Depositor merges with or is acquired by another entity that cannot or will not, as determined in Depositor’s sole discretion, provide the services, which include the use of the Deposit Material, Depositor has agreed to provide, and is then currently providing, to Beneficiary; or
- (ii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
- (iii) Breach of the contract agreement with the County; or
- (iv) Depositor files a Chapter 7 petition in bankruptcy or a Chapter 11 petition seeking reorganization without conforming, within the times permitted by applicable Bankruptcy Court rules, that it will continue to maintain the Deposit Material as required by the terms of the License Agreement, either directly or through a successor in interest; or
- (v) Depositor assigns Depositor’s rights to the Deposit Material, and the assignee cannot or will not, as determined in assignee’s sole discretion, provide the services, which include the use of the Deposit Material, and is then currently providing, to Beneficiary.

2. Release Work Request.

A Beneficiary may submit a Work Request to NCC Group to release the Deposit Material covered under this Agreement. To the extent that the Deposit Material is subject to applicable U.S. export control regulations and laws, including ITAR, the Beneficiary Work Request to release the Deposit Material must include Beneficiary’s certification that such release would be compliant with the applicable U.S. export control regulations and laws, including ITAR. NCC Group will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor’s Authorized Person.

3. Contrary Instructions.

From the date NCC Group mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor’s Authorized Person shall have fifteen (15) business days to deliver to NCC Group contrary instructions. Contrary instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured (“**Contrary Instructions**”). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, NCC Group shall promptly send a copy to Beneficiary’s Authorized Person. Additionally, NCC Group shall notify both Depositor and Beneficiary Authorized Persons that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. NCC Group will continue to store Deposit Material without release pending (i) instructions from Depositor to release the Deposit Material to Beneficiary; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor’s Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction. The existence of a Release Condition dispute shall not relieve the Paying Party from payment of applicable Service Fees.

4. Release of Deposit Material.

If NCC Group does not receive timely Contrary Instructions from a Depositor Authorized Person or receives written instructions directly from Depositor’s Authorized Person to release a copy of the Deposit Material to the Beneficiary, NCC Group is authorized to release Deposit Material to the Beneficiary. NCC Group is entitled to receive any undisputed, unpaid Service Fees due NCC Group from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.

5. Termination of Agreement Upon Release.

This Agreement will terminate upon the release of Deposit Material held by NCC Group.

6. Right to Use Following Release.

Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

APPENDIX E
ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: Paul Sanchez

Date: _____

Annex A**FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI 1000

Custer Hollow Road

Clarksburg, West Virginia

Annex B

FEDERAL BUREAU OF INVESTIGATION CRIMINAL
JUSTICE INFORMATION SERVICES SECURITY
ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CHS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Paul San Soucie

07/30/2025

Printed Name/Signature of Contractor Employee

Date

Paul San Soucie

07/30/2025

Printed Name/Signature of Contractor Representative

Date

CEO

Organization and Title of Contractor Representative