Memorandum

MIAMI-DADE COUNTY

Date: November 17, 2026

Agenda Item No. 8(P)(3)

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

From: Daniella Levine Cava
Mayor

Subject: Recommendation for Approval to Award a Non-competitive Legacy Contract for Priority Dispatch Software Maintenance and Support

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At the October 13, 2026 Safety and Health Committee meeting, this item was amended to change the contract term from a five-year term with one, two-year option to renew to a two-year term with one, one-year option to renew, reducing the allocation from $2,110,789 to $890,982, and to direct the Administration to return to the Board with a report on how to move forward with re-procurement prior to expiration of the initial two-year term. The vendor has agreed to the amended term at a higher pricing; however, to retain the original pricing, the vendor requested the contract to include four additional one-year options to renew, at the County's sole discretion. Each option to renew would require Board approval. The title and resolution have been amended and include additional options to renew to maintain the original pricing.

Summary

This item is for the award of a non-competitive legacy contract for the Communications, Information and Technology Department (CITD) to ensure that the Miami Dade Sheriff's Office (MDSO) and Miami-Dade Fire Rescue Department (MDFR) can continue to operate the mission critical Priority Dispatch ProQA and AQUA systems (Systems). These Systems are critical to MDSO and MDFR to process, triage, and dispatch 911 emergency calls, provide standardized pre-arrival instructions, and evaluate 911 call-taker compliance. The replacement contract provides continued access to software licenses, maintenance, technical support, training, certifications, recertifications, and the Priority Dispatch AI SkillLab call-taking simulator.

ProQA and AQUA Systems are proprietary products owned and exclusively supported by Medical Priority Consultants, Inc. dba Priority Dispatch Corp. A legacy purchase is necessary because no other vendor can provide the required software, maintenance, or technical support services. The Systems have supported the County's 911 operations for approximately 20 years and are fully integrated with the County's Motorola Computer-Aided Dispatch (CAD) system. Additionally, no suitable cooperative contract or authorized reseller capable of meeting the County's requirements was identified. Continuing with the existing Systems will ensure operational continuity, integrated CAD functionality, required medical-dispatch protocols, and comply with certified training consistent with the State of Florida's Emergency Communications Plan.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a non-competitive contract pursuant to Section 3-1(2)(b) of the Miami-Dade County Code (Code) and approve award of *Legacy Contract No. L-10680, Priority Dispatch Software Maintenance and Support*, to Priority Dispatch Corp. in an amount not to exceed $890,982 for a two-year initial term and one, one-year option to renew for CITD. The contract also includes four additional one-year options to renew at the original contract pricing, each of which will require prior Board approval. This contract will replace *Contract No. L9007-0/26*, approved by the Board through Resolution No. R-712-21 on June 22, 2021.

Background

This contract provides the authorized ProQA and AQUA software licenses, as well as maintenance and technical support services, including the Priority Dispatch AI SkillLab training simulator. MDSO and MDFR rely on this contract to process, triage, and dispatch 911 emergency calls, provide standardized

pre-arrival instructions, and evaluate 911 call-taker compliance. It also provides MDSO and MDFR with access to training and certification to comply with the Emergency Communications Plan managed by the State of Florida.

A legacy purchase is required to ensure continuity of services. Priority Dispatch owns and exclusively supports the ProQA and AQUA Systems. The County's on-premises Motorola CAD system has been integrated to automatically launch ProQA and exchanges call details, protocol responses, determinant codes, priorities, and response information in real time. Replacing the software would require a new CAD interface, cybersecurity and network review, configuration and data conversion, testing, cutover planning, and retraining and recertification of all 911 personnel, creating cost and operational risk for a life-safety system.

Due to the proprietary nature of the software, and complex integrations required, no other vendor can provide the required software licensing, maintenance, and technical support services. Market research was conducted and identified public sector emergency-dispatch protocol software and support contracts that were awarded on a sole-source basis because of the proprietary licensing and established CAD integrations. The County's Advance Notice to Waive Competition and Request for Information issued in March 2026 received no responses, and a review of cooperative contracts did not identify an equivalent solution or an accessible contract. Because no supplier responded to the County's outreach, a reliable replacement-cost quotation could not be obtained.

Accordingly, award of this legacy contract is the most practical and operationally responsible means of maintaining continuous, compliant 911 call-taking and quality-assurance operations. To reduce or eliminate the need for future legacy purchases, County staff will continue to monitor market and cooperative-contract developments, evaluate emerging interoperable alternatives, and conduct advance outreach before the next replacement procurement. As directed by the Safety and Health Committee (SHC), the Administration will return to the Board with a report on how to move forward with re-procurement prior to expiration of the initial two-year term.

The vendor agreed to the initial two-year term with one, one-year option to renew at its originally proposed prices, provided the contract also includes four additional one-year options to renew, each of which would require prior Board approval. Without the additional option terms, the vendor would increase annual maintenance and support pricing from $234,394.99 to $303,240.01 in Year 1 and from $246,228.86 to $308,828.01 in Year 2, resulting in a cumulative increase of $131,444.17 over the initial two-year term. The Board retains full discretion over whether any of the additional options to renew are exercised. If all four are approved in the future, the cumulative contract value would be $2,110,789, the amount presented to the SHC.

Scope
The scope of this item is countywide in nature.

Fiscal Impact/Funding Source
The fiscal impact for the initial two-year term is $593,920. If the County exercises, at its sole discretion, the one, one-year option to renew, the estimated cumulative value will be $890,982. The current contract is valued at $1,118,325 for a five-year and three-month term and expires on December 31, 2026. Annual maintenance and support prices under the replacement contract are higher than under the existing contract. Since contract inception in 2021, the CPI index has increased by approximately 20 percent. Additionally, the replacement contract provides expanded functionality through the inclusion of the AI Skill Lab simulator, which uses simulated emergency-call scenarios to support the training and retraining of emergency dispatch personnel. The proposed pricing reflects prevailing market conditions, cumulative inflation, and the expanded functionality included in the replacement contract.

Department	Allocation	Funding Source	Budgeted
CITD	$890,982	911 Funds	FY 2026-27 Proposed Budget Volume 3, Page 178, "Other Operating"
Total	**$890,982**		

Note: The contract contains termination for convenience and assignment provisions which can be exercised at any time during the term of the contract.

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 the County Mayor's designee will have the authority to execute the contract and exercise all provisions contained therein, including any cancellation, the first one-year option to renew, or extensions, pursuant to Section 3-1 of the Code and Master Procurement Implementing Order 3-38, except that each of the four additional one-year options to renew beyond the first option to renew may only be exercised with prior approval by the Board.

Vendor Recommended for Award
Pursuant to Resolution No. R-477-18, the recommended vendor does not have a local address. No Miami-Dade County firm was identified that can provide the proprietary ProQA and AQUA licenses, maintenance, support, updates, and related services required for the County's existing system.

Vendor	Principal Address	Local Address	Number of Employee Residents 1) Miami-Dade 2) Percentage*	Principal
Medical Priority Consultants, Inc. dba Priority Dispatch Corp.	110 South Regent Street Suite 500 Salt Lake City, UT	None	0 0%	Jeffrey J. Clawson

*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 excluded federal parties. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, efforts were made to identify potential piggybacking opportunities before considering a non-competitive acquisition. A review of OMNIA Partners *Contract No. R240303* and other public-safety cooperative contracts did not identify an equivalent emergency-dispatch protocol solution or an accessible contract for the required proprietary licenses and support. Priority Dispatch Corp. is the proprietary provider and support source for the County's legacy ProQA and AQUA Systems.

Applicability of Ordinances and Contract Measures
- The two percent User Access Program applies where permitted by the 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: November 17, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(3)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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)(3)
11-17-26

RESOLUTION NO. _____

RESOLUTION APPROVING AWARD OF A NON-COMPETITIVE LEGACY CONTRACT NO. L-10680, PRIORITY DISPATCH SOFTWARE MAINTENANCE AND SUPPORT, PURSUANT TO SECTION 3-1(2)(B)(OF THE CODE OF MIAMI-DADE COUNTY, TO MEDICAL PRIORITY CONSULTANTS, INC. DBA PRIORITY DISPATCH CORP. IN THE AMOUNT OF $890,982.00 FOR AN INITIAL TWO-YEAR TERM AND ONE, ONE-YEAR OPTION TO RENEW FOR THE COMMUNICATIONS, INFORMATION AND TECHNOLOGY DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION, THE FIRST ONE-YEAR OPTION TO RENEW, OR EXTENSIONS, PURSUANT TO SECTION 3-1 OF THE COUNTY CODE AND MASTER PROCUREMENT IMPLEMENTING ORDER 3-38, EXCEPT THAT EACH OF THE FOUR ADDITIONAL OPTIONS TO RENEW BEYOND THE FIRST OPTION TO RENEW SHALL REQUIRE PRIOR BOARD APPROVAL; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE A REPORT ON HOW TO MOVE FORWARD WITH RE-PROCUREMENT PRIOR TO EXPIRATION OF THE INITIAL TWO-YEAR TERM

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 3-1(2)(b) of the Code of Miami-Dade County to Medical Priority Consultants, Inc. dba Priority Dispatch Corp. in the amount of [[~~$2,110,789.00~~]][1]>>$890,982.00<< for [[~~an~~

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added

~~initial five-year term and one, two-year option to renew~~]]>>an initial two-year term and one, one-year option to renew<<, for Contract No. L-10680, Priority Dispatch Software Maintenance and Support, in substantially the form attached and made a part hereof, for the Communications, Information and Technology Department. >>The contract also includes four additional one-year options to renew, each of which shall require prior approval by this Board.<<

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the agreement and exercise all provisions of the contract, including any cancellation, the first one-year option to renew, or extensions, pursuant to section 3-1 of the Code of Miami-Dade County, Florida and Master Procurement Implementing Order 3-38>>, except that each of the four additional one-year options to renew beyond the first option to renew may only be exercised with prior approval by this Board<<.

>>**Section 3.** This Board directs the County Mayor or County Mayor's designee to provide a report to this Board on how to move forward with the re-procurement of the services provided under Contract No. L-10680 prior to the expiration of the initial two-year term. The County Mayor or County Mayor's designee shall place the completed report on an agenda of the Board without Committee review pursuant to Ordinance No. 14-65.<<

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	

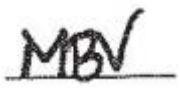
The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of November, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.



Michael B. Valdes

Docusign Envelope ID: 96396446-716D-88EC-8045-4AB2CD7C6A3D

Priority Dispatch Software Maintenance and Support
Contract No. L-10680

THIS AGREEMENT for the provision of ProQA & AQUA Software, made and entered into as of this _____ day of _____ by and between Medical Priority Consultants, Inc. dba Priority Dispatch Corp, a corporation organized and existing under the laws of the State of Utah, having its principal office at 110 South Regent Street, Suite 500, Salt Lake City, Utah 84111 (the "Contractor", or "PDC" or ""Licensor"), 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 Priority Dispatch ProQA & AQUA Software, Certifications and Training 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 Priority Dispatch ProQA & AQUA Software, Certifications and Training 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 "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.

b) The words "Contract Date" to mean the date on which this Agreement is effective.

c) 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.

d) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.

e) The word "Contractor" to mean Medical Priority Consultants, Inc and its permitted successors.

f) 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.

g) The word "Days" to mean calendar days.

h) 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.

i) 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 Project Manager.

j) The words "Designated Services" to mean the Maintenance, Support, Certification, Training Services as identified on Appendix A with which the Software is licensed for use by the County.

k) The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished by the Contractor to the County in connection with the Software.

l) 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.

m) 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, as directed and/or approved by the County.

n) 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.

o) The words "Maintenance, Support, Certifications, and Training Services" to mean the support required for the County to achieve optimal performance and operations as defined on Appendix A "Scope of Services".

p) The words "Maintenance Fee" to mean the annual fee associated to granting the County support for the Software and Training as outlined in Appendix B.

q) The words "Licensed Software" to mean the ProQA and AQUA Software.

r) 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.

s) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.

t) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.

u) The words "Service" or "Services" to mean the provision of Maintenance, Support, Certifications, and Training services in accordance with the Scope of Services.

v) The word "Subcontractor" or “Subconsultant” to mean any person, entity, firm, or corporation, other than the employees of the Contractor, 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.

w) The words "Work and Services” 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) these Articles 1 through 50, 2) End User License Agreement (Appendix C) 3)Scope of Services (Appendix A), 4) Price Schedule (Appendix B), and 5) all other appendices and attachments hereto.

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 "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.

e) 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 24 months, thereafter. The County, at its sole discretion, may renew this Contract for five (5) additional one-year periods. The first one-year Option to Renew (OTR) may be exercised by the County Mayor or County Mayor's designee. Each of the remaining four (4) one-year OTRs shall be subject to prior approval by the Board of County Commissioners (the “Board”). 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. In the event that the County extends this contract for up to one hundred-eighty (180) calendar days, the fees that the County will pay for the extended term will be based on a pro-ration of the Maintenance and Support Fees described in Appendix B, calculated on a monthly basis. 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, and upon approval by 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) by courier service personally; (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
Attention: Marianela Betancourt
Phone: (786) 331-4241
E-mail: marianela.betancourt@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

Priority Dispatch Corp.
Attention: Legal Department
Address: 110 S. Regent Street, Suite 500
Salt Lake City, UT 84111
Phone: (800) 363-9127
E-mail: legaldepartment@prioritydispatch.net

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 it pertains 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 2-8.1.1.1.1 and 2-8.1.1.1.2 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:

  Clerk of the Court and Comptroller
  Comptroller Finance Operations Department - Finance Shared Services Unit
  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
Communications and Information Technology Department
5680 S.W. 87th Avenue
Miami, FL 33173
Attention: Accounts Payable

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify 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 Proposer or its employees, agents, servants, partners principals or subcontractors. 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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.

Contractor shall furnish to the **Strategic Procurement Department, 111 NW 1st Street, Suite 2340 Miami, FL 33128** Certificate(s) of Insurance with coverages as outlined below:

A. Commercial General Liability for $1,000,000 each occurrence $2,000,000 aggregate including Products/completed operations and personal and advertising injury. **Miami-Dade County must be included as additional insured for any and all work**

B. Workers' compensation insurance as required by Florida Statute 440 or any applicable law.

C. Automobile liability covering all owned, non-owned and hired vehicles for $1,000,000 combined single limit.

D. Professional liability or Errors and Omissions insurance appropriate to the Contractor's profession for $2,000,000 each occurrence $4,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or provision of products

E. Cyber Liability for $2,000,000 each occurrence $4,000,000 aggregate. Coverage shall be sufficiently broad to respond to duties and obligations undertaken in this agreement

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.

Miami-Dade County and The Miami-Dade Sheriff's Office (MDSO) reserve the right, upon reasonable notice, to request and examine the policies of insurance (including but not limited to policies, binders, amendments, exclusions or riders, etc.)

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

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 (5) 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. 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 of 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 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its 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 13. 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 14. 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 15. 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 16. 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 (3) years from the

expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of 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 (5) 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 18. 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 19. 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 20. 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 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 21. 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 22. 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 23. 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 to the County through fraud, misrepresentation, or material misstatement.

b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County. Should the County elect to terminate this agreement, the County shall cease using the Software and return it to the Contractor, together with any Software-related products provided to the County by the Contractor.

i. Decommission Process. The Contractor shall provide the County with detailed information regarding the decommission process. Part of the Decommission process will involve collecting all Contractor's intellectual Property and exporting Contractor's data in a format that will give the County access to historical records. With County's prior written approval, the Contractor may come on site at the County's location, and the County may provide a dedicated person to the Contractor to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to the Contractor.

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 Contractor may terminate this Agreement for a material breach by the County, including unauthorized use or infringement of the Contractor's intellectual property rights, provided that the Contractor first gives the County written notice of the alleged breach in accordance with Article 6 of this Agreement and the County fails to cure such breach within thirty (30) calendar days after receipt of such notice.

If the nature of the breach cannot reasonably be cured within thirty (30) calendar days, the County shall not be deemed in default provided that the County commences corrective action within such thirty (30)-day period and diligently pursues such corrective action to completion.

Nothing in this subsection shall preclude the Contractor from pursuing remedies available under applicable law with respect to an infringement of its intellectual property rights.

Any termination pursuant to this subsection shall remain subject to the applicable decommissioning, data-transfer, records-retention, transition, and other obligations of the Parties under this Agreement, except to the extent continued use of the affected intellectual property would constitute an infringement.

The ownership and use of intellectual property, Developed Works, Licensed Software, and derivative works shall be governed by the applicable intellectual property provisions of this Agreement and Appendix C.

e) 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.

f) 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.

g) 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.

h) All compensation pursuant to this Article are subject to audit.

i) 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 24. 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 25. 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 26. 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, 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 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) Neither Party shall infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other proprietary of the other Party or third-parties 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. The County shall protect all Intellectual Property, Confidential Information, data, documentation, materials, know-how, trade secrets, software, processes, and any other proprietary information of the Contractor ("Contractor IP") to the extent permitted by law and in accordance with any applicable public records laws of the State of Florida. The County shall use Contractor IP solely for the purpose of their authorized use under this Agreement and for no other purpose. The County shall not, without the Contractor's prior written consent, copy, reproduce, modify, adapt, reverse-engineer, disassemble, decompile, create derivative works from, disclose, publish, or otherwise make available any Contractor IP to any third party including any party that receives or uses Contractor IP in artificial technology. The County shall not use any artificial technology to generate, analyze, transform, or assist in producing any output, work product, or deliverable that contains, is derived from, references, or could reasonably reveal any Contractor IP, unless expressly authorized in advance and in writing by the Contractor.

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 28. 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.

c) 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 29. 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 30. 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 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. Notwithstanding the foregoing, nothing herein shall require the County to return any records that constitute public records under Chapter 119, Florida Statutes, or any other applicable public records, records retention, archival, or disclosure requirements. The County may retain, disclose, produce, archive, or otherwise manage such records as required by law, and any obligation to return County materials shall be subject to the County's legal obligations regarding public records and records retention.

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 person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of 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. 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 person or entity outside the County for such person's 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 31. 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 32. 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 from and with 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 33. 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) Miami-Dade County Small Business Enterprises Development Participation Provisions.

b) 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.

c) 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).

d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".

f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".

g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".

h) 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.

i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).

j) 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).

k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".

m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".

n) Any other laws prohibiting wage rate discrimination based on sex.

o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".

p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

q) 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 "i" through "n" 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 34. 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, , status as victim

of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

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 35. 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 36. 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 37. 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 38. 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 39. 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 40. 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 41. FORCE MAJEURE

Under applicable law, force majeure 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 42. 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 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including but 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 44. 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 45. 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 the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the 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 the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), 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 47. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

By entering int 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 Exhibit E - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

ARTICLE 48. 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 Exhibit D 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 49. 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.

The Contractor acknowledges that certain cybersecurity, information technology and operational technology records and information are confidential and exempt from public disclosure as provided by Section 119.0725, Florida Statutes. The Contractor shall maintain the confidentiality of such records and shall not disclose, release, copy, distribute, or permit access to the records except as authorized by law or by the County.

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 50. SERVICES, PROGRAMS OR ACTIVITIES THAT ARE OFFERED TO THE PUBLIC THROUGH WEBSITES OR MOBILE APPLICATIONS

In accordance with Title II of the Americans with Disabilities Act (ADA) of 1990, as codified in U.S. 28 CFR Part 35 (the "Law"), and pursuant to Subpart H - Web and Mobile Accessibility, all contractors engaged by Miami-Dade County to provide, in whole or part, services, programs, or activities that are offered to the public through websites or mobile applications, shall comply with the nondiscrimination provisions applicable to state and local government services. The Contractor shall ensure that web content and/or mobile applications comply with Level A and Level AA standards provided in the Web Accessibility Guidelines (WCAG) 2.1, and any associated version (i.e., WCAG 2.0, 2.1, et al.). Examples of web content include text, images, sounds, videos, controls, animations, and conventional electronic documents.

The Contractor shall provide the County with an Accessibility Conformance Report (ACR) via email (digitalaccessibility@miamidade.gov) prior to acceptance of the product and or related service by the County. The Contractor shall update its product and or related service to remain in compliance with any amendments to the Law. If the Law is amended, the Contractor shall provide a new ACR within 45 days of such amendment unless such time is extended by the County. The Contractor shall use the Information Technology Industry's most recent WCAG Voluntary Product Accessibility Template (VPAT) for completion of the ACR. The VPAT can be found at: VPAT - Information

Technology Industry Council. The Contractor is responsible for all costs related to upgrading the product and or related services necessary for maintaining compliance with the Law.

The Contractor shall establish and maintain an internal grievance procedure that allows individuals with disabilities to file complaints regarding alleged discrimination, lack of accessibility or ineffective communication related to the product and/or service provided under the Contract. The grievance procedure must: (1) include a detailed description regarding how complaints will be received, logged and responded to; (2) provide for the prompt and equitable resolution of complaints; and (3) be publicly available in accessible formats. The procedure must be provided to the County within 15 calendar days of the contract effective date, unless such time is extended by the County. The Awarded Bidder shall also maintain a log of complaints it receives and provide said log to the County upon request.

ARTICLE 51. 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.

THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

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	
Signature	Signed by: Chris Murdock 4C83886AFEAC41F...	Signature	
	Corporate Officer/Partner/Owner or other authorized representative		for
Print Name	Chris Murdock	Print Name	Daniella Levine Cava
Title	President	Title	Mayor
Date	11/3/2026	Date	

Attest		Attest	
	Corporate Officer (different than above) or Witness (only if Corporate Officer/Partner/Owner signed above)		Juan Fernandez-Barquin Clerk of the Court and Comptroller
Signature	Signed by: 0F596C0DA0E54B2...	Signature	
Print Name	J. Simón Cantarero	Print Name	
Title	General Counsel & Corporate Secretary	Title	Deputy Clerk
Date	11/4/2026	Date	

Approved as to form and legal sufficiency

Signature	
Print Name	
Title	Assistant County Attorney
Date	

APPENDIX A – SCOPE OF SERVICES

A. Software Maintenance and Support Services

PDC is responsible for providing maintenance, support, updates and other services in accordance with this Basic & Extended Service Plan (BSP/ESP). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by this Agreement as executed between the parties.

1) Basic Service Plan/Extended Service Plan -Platinum.

a) BSP: Basic Product Service and Client Support (S&S) are available via telephone from PDC for up to 2- hours per Licensed Station during the first 30-days after the Software under this License is delivered to the County (provided that the County has accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in the County Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan. "

b) ESP: Extended S&S provides all updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (I-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year and is renewed annually upon receipt of the extended maintenance fee.

i. ESP Platinum: Annual subscription to the EMD Advancement Series (Continuing Dispatch Education),
ii. ESP Platinum: Upgrades to Client's current "Version" (as defined in Appendix A) at no charge (may include upgrades to software components, CAD interface or infrastructure).
iii. ESP Platinum: Client shall receive updates to Quality Assurance Guides and Field Responder Guides as they become available, as well as Priority Dispatch AI Skill Lab: ProQA call taking training simulator powered by Artificial Intelligence (AI) Tier 4: 16-20 positions - renewed annually.
iv. ESP Platinum: Client shall receive a number of on-site Support, Consulting or Continuing Dispatch Education Training days corresponding to a scale that is based on the number of registered Licenses/Disciplines.

c) With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.

d) S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then current fees.

e) PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

Operational Point of Contact: Denise Pappas, (631)300-8317, Denise.Pappas@prioritydispatch.net

Service/Technical Point of Contact: 1866.777.3911, software.support@prioritydispatch.net

B. Support and Maintenance Services

Licensor shall provide the County with the following support and maintenance services:

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

a) Level A: System does not work.
b) Level B: System works with limited functions.
c) Level C: System basically working. Just errors/problems with specific functions

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

a) Level A: Response within the one hour of notification (24/7).
b) Level B: Response within twenty-four hours or less (Monday- Friday, 8 a.m. until 5 p.m. local time),
c) Level C: Response within the next working (Monday- Friday, 8a.m. until 5p.m. local time).

2. Email Support. For the term of this Agreement, Licensor shall provide support via email. The error and priority levels set forth in clause 4.1 above and the response times indicated therein are applicable.

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

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

Additional Services
The County may request additional services or products during the term of the contract. The scope of such services and the description of products, along with the applicable rates, shall be mutually agreed upon in writing prior to commencement and may be determined at a later date.

APPENDIX B – PRICE SCHEDULE

A. Annual Maintenance and Support Fees

Annual Maintenance and Support - ESP (P) License renewal, service and support of Medical ProQA and Aqua Licenses includes: ProQA & AQUA software technical support, software updates, software upgrades, card-set updates and replacement QA Guides for any and all staff as long as this agreement remains in place. Annual support also includes up to 8 days on-site per year. Onsite days can be used for any onsite training or IT support provided by PDC, including the instructor on-site.

Product Description Year 1	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$146,096.66
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$ 73,048.33
AQUA ESP License Renewal, Service and Support	Medical	10	$4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$10,300.00
Year 1 Total			$ 234,394.99

Product Description Year 2	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$153,985.90
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$ 76,992.96
AQUA ESP License Renewal, Service and Support	Medical	10	$ 4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$10,300.00
Year 2 Total			$ 246,228.86
2-Year Initial Total Value			$480,623.85

Option To Renew (OTR) Years 3 - 7 Pricing

Product Description Year 3	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$161,409.34
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$80,704.68
AQUA ESP License Renewal, Service and Support	Medical	10	$ 4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$10,300.00
Year 3 Total			$257,364.02

Product Description Year 4	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$161,409.34
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$80,704.68
AQUA ESP License Renewal, Service and Support	Medical	10	$ 4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$12,300.00
Year 4 Total			$259,364.02

Product Description Year 5	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$161,409.34
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$80,704.68
AQUA ESP License Renewal, Service and Support	Medical	10	$ 4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$12,300.00
Year 5 Total			$259,364.02

Product Description Year 6	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$166,350.63
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$ 83,175.33
AQUA ESP License Renewal, Service and Support	Medical	10	$ 4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$12,700.00
Year 6 Total			$ 267,175.96

Product Description Year 7	Discipline	Qty	Amount
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American English)	Medical	127	$171,440.13
Priority Dispatch System Annual Maintenance (P) License Renewal, Service and Support for ProQA, AQUA, Cardsets, Tech Support and Upgrades (North American Spanish)	Medical	127	$85,720.09
AQUA ESP License Renewal, Service and Support	Medical	10	$ 4,950.00
Priority Dispatch AI SkillLab: ProQA call taking training simulator powered by artificial intelligence (AI) Tier 4: 16-20 positions - renewed annually	Medical	1	$13,000.00
Year 7 Total			$275,110.22

B. Optional Products and Services

Replacement Trays - Includes return shipping for old trays. If not returned within 3 weeks, a $545 cardset license fee will apply. A charge of $49 per unreturned cardset, per year will also be added to the County's annual support (Gold/Basic Plans Only).

Additional Annual One-Time Charges				
Product	**Category**	**Quantity**	**Unit Price**	**Total Amount**
Replacement Trays	One-Time Fee	135	$251.11	$33,900.00
Certification Training Remote (Per) Protocol Training and Certification, Digital Materials, Tuition and Certification	Medical	40	$425	$17,000.00
Certification Training ED-Q Remote (Per) Materials, Tuition and Certification (2 days, 16 hours)	Medical	2	$655	$1,310.00
Mentor Course - 3 days on-site, high performance EMD QA/ QI and mentor training. Pre-requisite: 3 years or more as an EMD	Training	2	$655	$1,310.00
ProQA Software Training Remote. Per person cost for four hours of ProQA Software. Training completed in a virtual, instructor-led environment	Medical	10	$179	$1,790.00
AQUA Software Training Remote. Per person cost for a six-hour course completed in a virtual instructor-led environment	Training	10	$179	$1,790.00
System Administration Training Remote. Per person cost for training for center detail management program configuration and customization options, completed in a virtual, instructor-led environment.	Training	2	$229	$458.00
ProQA and AQUA Reports Training Remote 4 hours for administrators, managers and supervisors on PRO-QA and AQUA Reporting functions.	Training	10	$179	$1,790.00
ACE Accreditation New Application	Accreditation	1	$2,250	$2,250.00
ED-Q Recertification: 100 Staff Members	Re-Certification	100	$10	$1,000.00
Re-Certification: Single: 200 staff members	Re-Certification	200	$55	$11,000.00
			Annual Total	$39,698.00
			Seven Year Total	$311,786.00

APPENDIX C – END USER LICENSE AGREEMENT

1. Software means the Priority Dispatch System® ("*PDS®*") software, content, hard-copy flip cards, and Documentation that the County receives from the Contractor in connection with this Agreement and as further identified in Contractor's invoice. Documentation means any and all manuals, instructions and other documents or materials that the Contractor provides or makes available to the County in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS® and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by the County from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC, and the County does not have the right to share, distribute, publish, make available for interface or otherwise disseminate the Software or License Product to third parties.

2. PDC Product. The Software (including its content) and any and all copies thereof and derivatives or variations therefrom are owned by PDC or its Licensor(s) (altogether "PDC"). The County acknowledges that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. The County agrees not to infringe upon, or allow third parties to infringe upon or have unauthorized use of, any of these exclusive intellectual property rights of PDC and that the County will not attempt, or allow others to attempt, to record or register any of them for any party. Copies of the Software are loaned to the County by PDC for the duration of the License only, and only for the purpose of enabling the County to exercise County License rights (see also, section entitled "Termination").

3. Stations, Licensed Stations, Number of Licensed Stations.

a. "Stations" refers to any computers, terminals, nodes, computer-aided dispatch stations, workstations, or any similar setup that the County is in possession or control and on which call-takers or dispatchers perform their work, including use of the Software. Stations are physical or virtual hardware systems capable of operating the Software but are not necessarily licensed to do.

b. "Licenses" refer to the specific rights the County has obtained to use the Software by paying the required License Fee to PDC. The County is only authorized to concurrently use and access up to the maximum number of Licenses that have been paid for under this Agreement. Although the County may have multiple Stations capable of running the Software, the County is only allowed to use the Software on as many Stations as the maximum number of Licenses the County has purchased.

c. "Training Stations" are specific Stations that may access the Software solely for the purpose of training personnel in the use of the Software's call-center or dispatch functions. Training Stations are not permitted to handle real or live call activity and do not count toward the number of Licenses.

d. "Backup Stations" are specific Stations designated exclusively for emergency or contingency purposes. These Stations may access the Software only when Stations are rendered inoperable. Backup Stations must be configured to remain non-operational under normal conditions and shall not be used concurrently with Licenses. Backup Stations are not included in the Number of Licenses but require a separate designation and are only licensed for limited, non-concurrent use.

4. License of Software. PDC grants to the County a revocable, non-exclusive, non-transferable, non-sublicensable limited license (the "License") to use the Software on Licensed Stations, Training Stations, or Backup Stations. This License also authorizes the County to use the Documentation, but only in connection with the County licensed use of the Software. The Term of the License begins on the effective date of this contract agreement. Rights not expressly granted to the County under this Agreement are reserved by PDC.

5. License Fee. The County shall pay the Contractor the License Fee specified under Appendix B. Price Schedule. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

6. Copies & Use. The County may only copy Software for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by the County and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit the County from (a) making any other copies, derivatives, or variations of the Software, system protocols, or anything in the PDS®; (b) making any use of the Software in any manner not licensed by this Agreement; or (c) allowing third parties to use, copy, or otherwise access the Software or License Products.

7. Use and Protection of the Licensed Product(s) and PDS. The County is not entitled to receive any source code for the

Software. Without PDC's express, prior written permission, the County shall not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license; or (d) allow third parties to do the same, whether or not in County behalf. Modification of the Software by implementing Updates provided by the Contractor under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as noted elsewhere in this Agreement) are not in breach of this section.

8. Cloud Services.

a. Cloud Services. The Contractor may provide or make available online or through another hosted environment the Software or other products, services, or platforms (collectively, "Cloud Services") pursuant to mutual agreement between the Contractor and the County.

b. Access and Use.

(i) *Provision of Access*. Subject to the terms and conditions of this Agreement, the Contractor hereby grants the County a revocable, non- exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term (the "**Term**") set out in the applicable agreement between the County and the Contractor (the "**County Agreement**") solely for the County's internal business operations by Authorized Users in accordance with the terms and conditions herein. The Contractor shall provide the County with the necessary passwords and access credentials to allow the County to access the Cloud Services. "**Authorized User**" means the County and its employees, consultants, contractors, or agents who are authorized by the County to access and use the Cloud Services under the rights granted to the County pursuant to this EULA or any underlying County Agreement.

(ii) *Documentation License*. Subject to the terms and conditions contained in this Agreement, or as otherwise stipulated in a County Agreement, the Contractor hereby grants the County a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use any user manuals, handbooks, guides relating to the Cloud Services provided by the Contractor to the County either electronically or in hard copy form, and end-user documentation relating to the Cloud Services during the Term solely for County's internal business purposes in connection with use of the Cloud Services.

(iii) *Use Restrictions*. The County shall not use, nor allow any Authorized Users or third parties to use, permit, or access, the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this EULA or the applicable County Agreement. The County shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

9. Artificial Intelligence (AI) Technology. The County is prohibited from using, or allowing any vendor, supplier, contractor, agent, or employee of County to use for itself or in County's behalf, any technology which purpose is to apply any kind of artificial intelligence analysis to Licensed Products, Confidential Information, or any intellectual property of PDC or the IAED.

a. Should the County learn that Confidential Information, Licensed Product, or any data, content, or intellectual property of PDC or IAED has been used in or with AI Technology without PDC permission, the County shall notify PDC in writing and shall inform PDC of the AI Technology or services being contracted by the County and identify the supplier, contractor, or vendor of such technology.

b. The following materials are considered protected Intellectual Property of IAED, PDC and PSI and may not utilized, directly or indirectly in the training or development of AI Technologies. Intellectual Property includes but is not limited to protocols, training curriculum, seminars, case transcripts, case review methods, Quality Performance Review standards and/or scoring process, manuals, textbooks, update guides, CDE material, training exercises, and feedback methods.

c. For purposes of this Agreement, AI Technology means any artificial intelligence capable of or enables machine learning capabilities, including, but not limited to, Reactive AI, Limited Memory AI, Generative AI, Predictive AI, Computer Visions AI, Conversational AI and/or Learning Language Models; and includes any software, service, application, or

platform that processes, involves, has access to, is exposed to, utilizes, generates, learns, stores, adopts, copies, modifies, impacts, or potentially impacts Confidential Information or any intellectual property, data, systems, goods, services, or products of PDC or IAED..

10. Extended Service Plan. This Agreement includes and incorporates the accompanying Extended Service Plan (ESP) agreement as set forth below.

11. Use of Software; Updates. The County may only use the Software in compliance with this Agreement and the Documentation. PDC periodically issues Updates or revisions to the Software that include updates and inclusion of the most current system protocols developed and issued by the International Academies of Emergency Dispatch (IAED), and may issue bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Failure to implement such PDC-provided Updates or revisions within 365 days of PDC providing them, unless otherwise mutually agreed upon in writing by the Parties, will constitute a breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by the County from the Contractor shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

12. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards, system protocols, or any other part or content of the PDS® is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above, i.e., a Proposal for Change.

Unauthorized modifications to, changes of, or misuse of the Licensed Product(s) may constitute a material breach of this Agreement, subject to the applicable notice and cure provisions of this Agreement, and may provide cause for PDC to terminate the License or discontinue support.

Because unauthorized modification, change, and/or misuse of the Licensed Product(s) are expressly prohibited, PDC and the IAED shall not be responsible or liable for damages or liabilities to the extent directly caused by the County's unauthorized modification, change, or misuse of the Licensed Product(s).

The use of outdated versions of the ProQA Software or MPDS protocols is considered an unsafe practice; provided, however, that where the Parties have mutually agreed in writing to an alternative implementation date for an Update or New Version, the County's continued use of the then-current version during such agreed implementation period shall not, by itself, constitute an Unsafe Practice or grounds for termination or suspension of support.

An example of an unsafe practice would include (but is not limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under the ProQA OMEGA-PLUS License which includes additional and supplemental OMEGA determinant codes or a "no-send" or "referral" option for an additional cost. Granting the ProQA OMEGA-PLUS License is contingent upon Client being an Accredited Center of Excellence (ACE) by the IAED and using the ECNS (LowCode) under a separate ECNS (LowCode) License. Any implementation of any such modifications without the ProQA OMEGA-PLUS License and the ECNS (LowCode) and the use of the Software by non-IAED certified individuals or ACE-Accredited Clients will be considered an Unsafe Practice and subjected to license use revocation.

13. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if the County reports the specifics in writing to PDC within 30 days after delivery of the Software to the County any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to the County, either: (a) remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, the County will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If the County elects to accept the Software as-is, then PDC's warranties will be deemed satisfied, and this Agreement will

not terminate. If the County accepts the refund offer, the County must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and the County must certify in writing to PDC that the County has not retained in County possession or control, any copies of the Software and/or any printed copies or facsimiles of same and that the County has not transferred or disclosed any Software to any third party. Then PDC will refund the License Fee and any prepaid ESP Fees received by PDC from the County hereunder. THIS SHALL BE County SOLE AND EXLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.

14. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, PDC may monitor County's use of the Cloud Services and collect, compile, use, and analyze data and information related to County's use of the Cloud Services to be used by PDC in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("Aggregated Statistics"). As between PDC and the County, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PDC. The County acknowledges that PDC may compile Aggregated Statistics based on County Data input into the Cloud Services. The County agrees that PDC may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify the County or County's Confidential Information.

15. Reservation of Rights. PDC reserves all rights not expressly granted to the County in this EULA or the applicable County Agreement. Except for the limited rights and licenses expressly granted under this Agreement or the applicable County Agreement nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the County or any third party any intellectual property rights or other right, title, or interest in or to the Cloud Services, the Documentation, and all intellectual property provided to the County or any other Authorized User in connection with the foregoing (the "PDC IP"). For the avoidance of doubt, PDC IP includes Aggregated Statistics and any information, data, or other content derived from PDC's monitoring of the County's access to or use of the Cloud Services but does not include County Data. "County Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the County or any other Authorized User through the Cloud Services.

16. Suspension. Notwithstanding anything to the contrary in this Agreement, PDC may temporarily suspend the County's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) PDC reasonably determines that (A) there is a threat or attack on any of the PDC IP; (B) County's or any other Authorized User's use of the PDC IP disrupts or poses a security risk to the PDC IP or to any other customer or vendor of PDC; (C) the County or any other Authorized User is using the PDC IP for fraudulent or illegal activities; (D) PDC's provision of the Cloud Services to the County or any other Authorized User is prohibited by applicable law; (ii) any vendor of PDC has suspended or terminated PDC's access to or use of any third-party services or products required to enable County to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). PDC shall use commercially reasonable efforts to provide written notice of any Service Suspension to the County and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PDC shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured.

17. County Responsibilities.

a. Account Use. The County is responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by the County, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, the County is responsible for all acts and omissions of Authorized Users.

b. County Data. The County hereby grants to PDC a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display anonymized and aggregated County Data and perform all acts with respect to the County Data as may be necessary for PDC to provide the Cloud Services to the County, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display County Data incorporated within the Aggregated Statistics. The County will ensure that County Data and any Authorized User's use of County Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. The County is solely responsible for the development, content, operation, maintenance, and use of County Data.

c. Passwords and Access Credentials. The County is responsible for keeping County passwords and access credentials associated with the Cloud Services confidential. The County will not sell or transfer them to any other person or entity. The County will promptly notify the Contractor about any known unauthorized access to County passwords or access credentials.

d. Third-Party Products. The Cloud Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to the County for acceptance within the Cloud Services by website link or otherwise. If the County does not agree to abide by the applicable terms for any such Third-Party Products, then the County should not install, access, or use such Third-Party Products.

18. Intellectual Property Ownership; Feedback. As between the Parties, (a) PDC owns all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) the County owns all right, title, and interest, including all intellectual property rights, in and to County Data. If the County or any of its employees, contractors, or agents sends or transmits any communications or materials to PDC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), PDC is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. All Feedback is and will be treated as non-confidential. The County hereby assigns to PDC on its behalf, and shall cause the County's employees, contractors, and agents to assign, all right, title, and interest in, and PDC is free to use, without any attribution or compensation to the County or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PDC is not required to use any Feedback.

19. Limited Warranty and Warranty Disclaimer. PDC warrants that it provides Cloud Services using a commercially reasonable level of care and skill. The foregoing warranty does not apply to, and PDC strictly disclaims, all warranties, with respect to any third-party products.

a. County Warranty. The County warrants that it owns all right, title, and interest, including all intellectual property rights, in and to County Data.

b. Except for the limited warranty set forth in subpart (i) above the cloud services are provided "as is" and PDC specifically disclaims all warranties, whether express, implied, statutory, or otherwise. PDC specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. PDC makes no warranty of any kind that the cloud services, or any products or results of the use thereof, will meet county or any other person's or entity's requirements, operate without interruption, achieve any intended result, be compatible or work with any of county or any third party's software, system, or other services, or be secure, accurate, complete, free of harmful code, or error-free, or that any errors or defects can or will be corrected.

20. Inspection. PDC may, from time to time and at its own expense and option, and with County's prior written approval, inspect County facilities, CAD systems, and records to audit County compliance with this Agreement. PDC may inform the County of any improper, unauthorized or unsafe usage of the Software if any. THIS CLAUSE SHALL REMAIN IN EFFECT BEYOND THE TERM OF THE CONTRACT AND/OR DECOMMISSION.

21. DISCLAIMER OF OTHER PDC WARRANTIES. PDC makes no warranty, representation or promise not expressly set forth in this agreement. Except for the limited warranty, software is provided "as is" without warranty of any kind. PDC disclaims and excludes any and all implied warranties, including the implied warranties of merchantability, fitness for a particular purpose and noninfringement. PDC does not warrant that the software or documentation will satisfy County requirements or that they are without error, omission, defect or deficiency, or that the operation of software will be uninterrupted or error free.

LIMITATION ON PDC LIABILITY. The aggregate liability of PDC arising from or relating to this agreement or the software, regardless of the form of action or claim, whether contract, warranty, tort, strict liability, malpractice, indemnity, and/or otherwise, and whether or not arising in whole or in part from PDC's fault, negligence, strict liability, or product liability, shall not exceed the amount of the software license fee paid by the County to PDC during the twelve month period immediately preceding such claim. PDC shall not in any case be liable for any special, incidental, consequential, indirect or punitive damages, even if PDC has been advised of the possibility of such damages. PDC shall not be liable to any third party for any claim, liability or damages resulting from or relating to your use of the software or any reliance thereon. PDC is not responsible for lost profits or revenue, loss of use of the software or other computer programs, failure of the software to operate without interruption, loss of data, costs of re-creating lost data, or the cost of any substitute or replacement equipment or program. The officers, directors, employees and representatives of PDC and IAED are not parties to this agreement and shall have no liability relating to this agreement or its subject matter. Except for the limited warranty, PDC makes no warranty concerning the software, and PDC shall not otherwise be liable for any nonconformity in the software or in the PDS. For the sake of clarification, it is understood by the County that PDC does not guarantee, nor indemnify, nor shall PDC hold any party harmless to any use of or reliance upon the dispatch protocols data and logic systems contained in the software.

22. **RESPONSIBILITY.** It is the County's responsibility to examine and test the software after it is delivered to the County to determine if it is acceptable to the County and is adequate and safe for the County's needs and uses. The County is solely responsible and liable for the County's use of and reliance on the software. The County acknowledges that it have read and understand this Agreement, including, without limitation, the ESP, and that the license is conditioned on the County's representation to PDC that the County has accepted and agree to be bound by this Agreement and these provisions and disclaimers.

23. **ALLOCATION OF RISK**. This Agreement defines a mutually agreed-upon allocation of risk, and the fees payable hereunder reflect such allocation of risk.

24. **Disputes**.

a. United States. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflict of law's provisions thereof. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Venue for all disputes arising out of or relating to this Agreement shall lie exclusively with the state and federal courts sitting in Miami-Dade County, FL, and Customer hereby consents and waives any objection to the jurisdiction of such courts for such disputes and waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified or registered mail directed to it at the address listed in the Quote. The Party that prevails in any claim or any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable costs and expenses associated with the prevailing claim, litigation or dispute, including, without limitation, attorneys' fees.

25. **Export Controls**. You warrant and certify the Software will not be exported, re-exported, or otherwise made available by you to any country, entity, or individual in violation of this Agreement or any U.S. laws or regulations.

26. **Assignment**. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

27. **Severability**. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

28. **Government End Users.** A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: *(a) only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that the County has no rights not explicitly granted by PDC under this Agreement.

EXHIBIT 1 TO APPENDIX C.
EXTENDED SERVICE PLAN ("ESP")

1. Extended Service Plans.

a. Silver ESP: Includes 24x7x365 technical support and Updates to the Software within the current version.

b. Gold ESP: Includes everything in the Silver package plus Upgrades to the Software and an annual subscription to the Continuing Dispatch Education Series/Advancement Series.

c. Platinum ESP: Includes everything in the Gold package plus updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).

d. NEMA or EMA (National Enterprise Maintenance Agreement or Enterprise Maintenance Agreement). NEMA or EMA is available for certain countries, provinces, states, or organizations with multiple call-taking and dispatch centers. Please speak to County PDC representative for more information.

e. *ESP Miscellaneous.*

i. Client must register as described in Section 2 below.
ii. The annual ESP fees must be fully paid in advance. The ESP period is for one year and is renewed annually upon continued use of the Licensed Products.
iii. All Licensed Products must have the same ESP.
iv. PDC its sole discretion, may modify and replace this ESP from time to time and any prior ESP is then superseded. The new ESP then becomes the current ESP and is part of this EULA.

f. *County Obligations:*

i. County's hardware and operating systems must meet the minimum system requirements provided by PDC.
ii. The County is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.
iii. The County shall ensure immediate availability of its own technical support personnel so PDC can fulfill its service obligations.
iv. When reporting a problem to PDC's technical support, the County shall provide a complete problem description, along with all necessary documents and information that is available to the County and required by PDC to diagnose and resolve the problem. The County agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support. This must be done to ensure that the public's access to the most current medical and/or public safety standard of care and practice is reasonably available to all 911 callers.
v. The County shall carry out any instructions on troubleshooting or circumvention as provided by PDC.
vi. The County is solely responsible for ensuring the compatibility of non-PDC products with PDC products.
vii. The County is solely responsible for ensuring its systems, software, and data are adequately backed up and reasonably protected from unauthorized intrusion, access, modification or theft. PDC shall not be liable for any lost data.
viii. The County shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.
ix. As necessary, the County will permit the Contractor with remote access to its systems to provide any required or necessary support.
x. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the County's CAD system or CRM, or the like, software shall be the responsibility of the County. The integration of PDC's Licensed Products and County's CAD system must be allowed and inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings, and recommendations of licensed Software users in the field; the College of Fellows and/or appropriate Boards, Councils, or Committees of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, County must register and remain current at https://support.prioritydispatch.net/int_notification.php. The County acknowledges that failure to register and remain current may result in County not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation,

County agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

a. ***New Versions***. When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software but is not licensed to the County unless it is part of the County's ESP plan.

In the event a New Version is included in the County's ESP plan, such New Version shall remain subject to the terms and conditions of this Agreement. Any new or revised license terms proposed by PDC shall not become effective unless mutually agreed upon in writing by the Parties through an authorized amendment to this Agreement.

If a New Version is not part of the County's ESP plan, the New Version constitutes a new product that may only be obtained through the purchase of a new license from PDC pursuant to terms mutually agreed upon in writing by the Parties. During an introductory period, licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use and for the results obtained from such continued use, except as otherwise provided below.

If implementation of a New Version cannot reasonably be completed within the timeframe otherwise required under this Agreement, the Parties may mutually agree in writing to an alternative implementation date. During such mutually agreed implementation period, PDC shall not discontinue Extended Service and Support for the County's then-current version solely because a New Version has been released, and the County's continued use of such version shall not constitute a refusal or election not to implement the New Version, an Unsafe Practice, or grounds for termination or suspension of support.

Following expiration of the mutually agreed implementation period, or where no alternative implementation date has been agreed upon, if the County elects to continue using a prior version after PDC has provided reasonable written notice that Extended Service and Support for such version has ended, PDC and the IAED shall not be responsible or liable for damages or liabilities to the extent directly caused by the County's continued use of such unsupported prior version.

3. Responsibility. The County assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation, and use, and for the results obtained from it. The County is responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, the County shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of the County. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates the County as the source of the data. Additionally, by sharing data with PDC, the County allows PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. ***Expert System Disclosure***. This expert system is designed for use by Emergency Dispatchers or call-takers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance

components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, the County shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. Documentation. The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is the County's responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. Implementation and Familiarity with the PDS. The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. Total Quality Management. A Quality Improvement and Management Program is required. Key elements shall include:

i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel,

and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.

ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S)**: One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.

iii. **CERTIFICATION***:* It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.

iv. **CONTINUING DISPATCH EDUCATION ("CDE")***:* All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.

v. ***DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE****:* It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.

vi. **ACCREDITATION**: It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. Accepted Process for PDS Modification. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

Through a defined process, called a "proposal for change", the fellows review recommended revisions and improvements to the PDS in a timely, organized way. The only authorized method of PDS protocol change is by this established scientific method of the College of Fellows.

Individual licensed clients are not allowed to change or modify any pre-printed text or color-coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries, and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients. A Proposal for Change may be submitted at https://www.emergencydispatch.org/what-we-do/proposal-for-change.

11. *Unsafe Practices*. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards, system protocols, or any other part or content of the PDS® is authorized or allowed under this License. Any modification or misuse of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above, i.e., a Proposal for Change. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly prohibited, PDC and the IAED disclaim any liability and you are solely responsible for any and all results of any such unauthorized modification, change or misuse, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. The use of outdated versions of the ProQA Software or MPDS protocols is considered an unsafe practice, and you hereby agree to hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from use of outdated software and protocols. An example of an unsafe practice would include (but is not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under the ProQA OMEGA-PLUS License which includes additional and supplemental OMEGA determinant codes or a "no-send" or "referral" option for an additional cost. Granting the ProQA OMEGA-PLUS License is contingent upon Client being an Accredited Center of Excellence (ACE) by the IAED and using the ECNS (LowCode) under a separate ECNS (LowCode) License. Any implementation of any such modifications without the ProQA OMEGA-PLUS License and the ECNS (LowCode) and the use of the Software by non-

IAED certified individuals or ACE-Accredited Clients will be considered an Unsafe Practice and subjected to license use revocation.

a. COUNTY NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES. The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the County to cease and desist such practices(s) and will grant a reasonable timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by the County so notified to effect remedies will not be unreasonably withheld. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performance issues, threats to the safety of the public, or the like.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

13. *Standard of Care and Practice*. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

15. Quality Performance Review (QPR). QPR is a quality assurance service provided by PDC. In the event the County utilizes QPR, the following shall apply:

a. Pre-QPR: the County understands that they and PDC shall have the following meetings before starting the QA services:

i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.

ii. QA/QI Meeting – Analysis of current system with current County QA staff

iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. QPR Technical Process:

iv. The County will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLerator®, and the County's audio logger/recorder.

v. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.

vi. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the QPR Reviewer's access for the term of contract, along with an accompanying voice logger integration license.

vii. The County understands that they must always update to the latest version of AQUA®.

viii. If there is County related issue (technical or otherwise) that prevents the QPR Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. Quality Assurance Process:

ix. QA shall be done according to the IAED standards for Accreditation http://www.emergencydispatch.org/standards_for_accreditation).

x. The County will receive weekly completed QA cases in AQUA® based on the QPR timeline established by the parties. This will allow the County to give appropriate and timely feedback.

xi. The COunty must identify an individual to provide case review feedback to dispatchers as provided to them by the QPR reviewer. This individual must be certified by the IAED as an ED-Q. County's contact person (ED-Q) will work directly with the QPR representative. The County's ED-Q will provide any quality improvement feedback and training to County's dispatchers/call takers based on the feedback they receive from the QPR Reviewer. In other words, the County ED-Q will work with the County's dispatchers/call takers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/call taker.

xii. In order to ensure the integrity of the QA Service, any feedback provided by the County's ED-Q to its dispatchers/call takers shall not be contrary or inconsistent with the QPR Reviewer's audit and comments. If the ED-Q does not understand or agree with the QPR review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/call taker that they will research the issue and contact the QPR representative, so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. *Definitions.* This section contains more detailed definitions of certain terms used in this EULA.

a. Cards shall mean manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to the County under this EULA.

b. "**Client," "Customer", "Agency," "Licensee", "You", "you" or "your**" shall mean the end user licensed to use the licensed Software under the Agreement.

c. "Certification" and "**Recertification"** shall mean certification and recertification mean specifically by the IAED.

d. "**ED**", **Emergency Dispatch** and/or **Emergency Dispatcher**. These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD' and/or "EMD", respectively.

e. Priority Dispatch System (PDS). These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS' and/or "MPDS", respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

f. Update. An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under an Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

g. Version. A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. Beyond the products and services discussed in this EULA, PDC also provides additional products/services to the County including, but not limited to, Field Responder Guides, Pilot Guides, Quality Assurance Guides, and Send Cards. As applicable, terms of this EULA also apply to the additional products and services provided by PDC to the County.

APPENDIX D. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Medical Priority Consultants, Inc. dba Priority Dsipatch Corp. does not use coercion for labor or services as defined in section 787.06, F.S.
Contractor's Legal Company Name

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

Print Name of Contractor's Authorized Representative: J. Simón Cantarero

Title of Contractor's Authorized Representative: General Counsel & Corporate Secretary

Signature of Contractor's Authorized Representative: Signed by: 0F596C0DA0E54B2...

Date: 11/4/2026

APPENDIX E. 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.

Medical Priority Consultants, Inc. Priority Dispatch Corp. does not meet any of the criteria set forth in Paragraphs 2 (a) – (c) of Section 287.138, FS.

Bidder's/Proposer's Legal Company Name

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: J. Simón Cantarero

Title of Bidder's/Proposer's Authorized Representative: General Counsel & Corporate Secretary

Signature of Bidder's/Proposer's Authorized Representative: Signed by: 0F596C0DA0E54B2...

Date: 11/4/2026