

**MASTER MAINTENANCE AND SERVICES AGREEMENT BETWEEN  
BROWARD COUNTY AND MOTOROLA SOLUTIONS, INC.**

This Master Maintenance and Services Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Motorola Solutions, Inc., a Florida corporation ("Contractor," "Motorola," or "Provider") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. County requires maintenance and support services for its Local Government 400MHz Mototrbo Capacity Max Radio System ("LGRS"). The LGRS provides communications between County agencies, such as Parks, the Aviation Division, and Port Everglades, and with other local government entities, such as The School Board of Broward County.

B. Contractor has the technical expertise and experience to perform the needed services, and has historically performed such services for the LGRS for County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Business hours** or **business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of the Office of Regional Communications, or such other person designated by the Director of the Office of Regional Communications in writing.

1.6. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of Section 1-81 of the Code.

1.7. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.

1.8. **Equipment** means the hardware and other property listed in Exhibit A being provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.

1.9. **License Fee, Subscription Fee, or Support and Maintenance Fee** means the fee associated with use or support of the applicable Products, as outlined in Exhibit B.

1.10. **Notice to Proceed** means a written authorization to proceed with a project, phase, or task, issued by the Contract Administrator.

1.11. **Products** means all Software, Subscriptions, Equipment, and Services provided or required to be provided by Contractor, as further specified in Exhibit A.

1.12. **Purchasing Director** means County's Director of Purchasing.

1.13. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, Support and Maintenance, and project management and other services, to meet County's ongoing needs in connection with the Products, as further specified in Exhibit A, as well as any Optional Services procured under this Agreement.

1.14. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights licensed to County or third-party users pursuant to this Agreement, including the computer programs (in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed during the term of this Agreement.

1.15. **Subcontractor** means an entity or individual, including subconsultants, providing Services to County through Contractor, regardless of tier.

1.16. **Subscriptions** means all proprietary or third-party subscriptions listed in Exhibit A provided to County or third-party users pursuant to this Agreement, including all subscription-based services or solutions such as Software as a Service ("SaaS") or Platform as a Service ("PaaS"), and any subsequent updates, upgrades, releases, or enhancements thereto developed during the term of this Agreement.

1.17. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain optimal performance of Products or the System, including as further described in Exhibit D.

1.18. **System** means the complete system provided by Contractor pursuant to this Agreement as part of its Services hereunder, including all Products listed on Exhibit A and any other Products that Contractor will make available to County and third-party users as part of its Services under this Agreement.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>Statement of Work</b>
<b>Exhibit B</b>	<b>Payment Schedule</b>
<b>Exhibit C</b>	<b>Security Requirements</b>
<b>Exhibit D</b>	<b>Support and Maintenance Minimum Standards</b>
<b>Exhibit E</b>	<b>Minimum Insurance Coverages</b>
<b>Exhibit F</b>	<b>Work Authorization Form</b>

## ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall perform all Services, including without limitation the work specified in Exhibit A (the "Statement of Work"). The Statement of Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Software and Subscriptions Rights.

3.2.1. Software License. Contractor grants to County a royalty-free, nonexclusive license to the Software for the number of users stated in Exhibit A, including to any embedded third-party software within the Software, with no expiration or termination provided the use is consistent with this Agreement. This license is granted solely for County purposes, including on and off-site access, and for the benefit of and use by all agencies within County, including the offices of the County constitutional officers if elected by County. The Software rights granted to County in this Agreement shall not require or otherwise be contingent upon the continuance of Support and Maintenance.

3.2.2. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to access and use the Subscriptions for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if no number is stated, then for an unlimited number of users), including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Subscriptions and the right to make any temporary files or copies required to utilize the Subscriptions. This right to use is granted solely for County purposes, including on- and off-site access, and for the benefit of and use by all agencies within the County, including the offices of the County constitutional officers if elected by County.

3.2.3. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A, County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County, and subject to any limitations on permitted uses set forth in this Agreement, may concurrently operate and use the Products for County purposes. If additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in substantially the same form as Exhibit F),

subject to the Purchasing Director's execution authority as stated in Section 3.8, to purchase additional licenses or users for the fee specified in Exhibit B.

3.2.4. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software and Subscriptions on any hardware approved and authorized by Contractor, which the Parties stipulate includes any and all of the hardware currently utilized by County as of the Effective Date. For any Software, County may, at no additional cost: (a) install, use, and operate the Software on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources, including recovery resources that may not be owned by County; (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance; and (d) utilize a hosted environment, including without limitation through a third-party hosting provider, for any permitted uses of the Software.

3.2.5. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software or Subscriptions to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or Subscriptions, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the license grant of Section 3.2, or (b) to the extent permitted under any applicable open source license.

3.3. Support and Maintenance. For so long as requested by County and for all Products other than Subscriptions, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Contractor shall provide County with Support and Maintenance for Subscriptions as set forth in Exhibit D, so long as County pays the Subscription Fee stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B for such Products and for such durations as set forth in this Agreement. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty (30) days prior written notice, and County shall only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.

3.4. Updates, Upgrades, and Releases. For the Term, Contractor shall promptly provide to County, with advance notice and at no additional cost, any and all software and firmware updates (including error corrections, bug fixes, security updates, and patches), upgrades, and new releases to the Products, including all that Contractor makes available at no additional cost to other licensees of the applicable Products or users of all or part of the System. All such updates, upgrades, and new releases shall remain the sole property of Contractor and shall be deemed to be included within the scope of the licenses and subscriptions for Products granted under this

Agreement. Installation or implementation of any such update, upgrade, or release in the County's environment requires prior written authorization by the Contract Administrator.

3.5. Compatibility. For the Term, Contractor shall ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party Genesis software used by County for access or operation of the System. If Contractor is not able to support any such third-party software update, upgrade, or new release that changes major functionality and is not compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software or the Subscriptions consistent with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products consistent with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to a refund of any Support and Maintenance Fee or Subscription Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor (for clarity, upon such termination County shall not be obligated for the Motorola Care Early Termination Cost Recovery fee).

3.6. Optional Services. If any Services, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of Optional Services pursuant to purchase order or, if determined appropriate by the Contract Administrator, by work authorization ("Work Authorization") in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section. Any Optional Services procured, when combined with the other required Services, shall not result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than \$50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for a period of five (5) years from the Effective Date ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension, as those terms are defined in this article, are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to five (5) additional one-year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement and the applicable annual rates set forth in Exhibit B by sending written extension notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The

Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to Contractor by electronic mail alone shall be effective and sufficient.

4.3. Additional Extension. If the Purchasing Director determines, in their sole discretion, that unusual or exceptional circumstances render the exercise of an Extension Term not practicable, or that no Extension Term remains available and expiration of this Agreement would result in a gap in necessary Services, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same terms and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to Contractor at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. County affirms that it has signatory authority to execute this contract. County will pay all proper invoices as received from Contractor in accordance with the terms of this Agreement; and any material changes in scope of Services to the extent not expressly addressed herein will be addressed by a mutually executed Work Authorization or amendment to this Agreement. Contractor acknowledges that County may require the issuance(s) of a purchase order or notice to proceed as part of County's procurement process. Issuance or nonissuance of a purchase order or notice to proceed does not modify or alleviate any Party's contractual obligations as defined in this Agreement. The County Administrator will use all reasonable efforts to include full funding for each applicable fiscal year for the full duration of this Agreement, which is a total of \$2,917,010.00 for the full potential ten-year Term of this Agreement, in the proposed budgets submitted for consideration by the Board pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

## ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all Products and Services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Products	Term	Not-To-Exceed Amount
Support and Maintenance Services	Duration of Agreement (including extensions)	\$325,000 annually
Optional Services	Duration of Agreement (including extensions)	\$50,000 annually (\$500,000 total)
<b>TOTAL NOT TO EXCEED</b>		<b>\$3,750,000</b>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's



obligation to compensate Contractor for Products and Services. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5.2. Method of Billing and Payment.

5.2.1. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. Subject to Section 13.10, Contractor shall submit a Certification of Payments to Subcontractors and Suppliers (Form 00924, available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>) with each invoice that includes Services performed by a Subcontractor. The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2. Invoices shall be in the amounts set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced upon completion of all Services, unless otherwise stated in Exhibit B.

5.2.3. County shall pay Contractor within thirty (30) days after receipt of Contractor's proper invoice in accordance with the "Broward County Prompt Payment Ordinance," Section 1-51.6 of the Code. To be deemed proper, all invoices must: (a) comply with all applicable requirements, whether set forth in this Agreement or the Code; and (b) be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payments shall be sent to Contractor's address in accordance with Article 13, unless otherwise requested by Contractor in writing and approved by the Contract Administrator in writing. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

5.2.4. Contractor must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment from County for such subcontracted work or supplies subject to Section 13.10. If Contractor withholds an amount as retainage from Subcontractors or suppliers, Contractor shall release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this section shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure

to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this section in its contracts with Subcontractors and suppliers.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement. Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides otherwise. County shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Contract Administrator.

5.4. Subcontractors. Contractor shall invoice Subcontractor fees only in the actual amount paid by Contractor, without markup or other adjustment.

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of seven and one-half percent (7.5%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

5.6. Fixed Pricing. Unless otherwise stated in Exhibit B, prices shall remain firm and fixed for the duration of the Term. However, Contractor may offer incentive or volume discounts to County at any time.

5.7. Purchase Orders. Contractor acknowledges County may require the issuance(s) of a purchase order or notice to proceed as part of County's procurement process.

## **ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE**

6.1. Delivery. Unless otherwise stated in Exhibit A, Contractor shall, within seven (7) days after the Effective Date, make the Software and the Subscriptions available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).



**ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY  
RIGHTS, SECURITY REQUIREMENTS**

7.1. Contractor Confidential Information. Contractor represents that the Software and the Subscriptions contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County agrees to treat intellectual property within the Software or the Subscriptions as confidential in accordance with this article. For any other material submitted to County, Contractor must separately submit and conspicuously label as "RESTRICTED MATERIAL - DO NOT PRODUCE" any material (a) that Contractor contends, constitutes, or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material or for trade secret material in the Software or the Subscriptions, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor's waiver of County's obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material or materials relating to the Software or the Subscriptions in response to a third-party request.

7.2. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County in connection with this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information." All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under Applicable Law) also constitute "County Confidential Information."

7.2.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by Applicable Law, be used by Contractor or its employees, agents, Subcontractors, or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees,

agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

7.2.2. Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of Applicable Law by Contractor or its employees, agents, Subcontractors, or suppliers regarding the unlawful use or disclosure of County Confidential Information.

7.2.3. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Contractor shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, Subcontractors, or suppliers.

7.3. Maintenance of Confidential Information. Each Party shall advise its employees, agents, Subcontractors, and suppliers who receive or otherwise have access to the other Party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other Party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other Party's Confidential Information as described in this article.

7.4. County Proprietary Rights. Contractor acknowledges and agrees that County retains all rights, title, and interest in and to all materials, data, documentation, and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, Subcontractors, and suppliers may use only in connection with the performance of this Agreement.

7.5. Contractor Proprietary Rights. County acknowledges that all copies of the Software (in any form) and the Subscriptions are proprietary to Contractor or third-party licensor and the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software or Subscriptions except as expressly granted or licensed in this Agreement and shall take reasonable steps to secure and protect the Software and the Subscriptions consistent with maintenance of Contractor's proprietary rights therein.

7.6. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation

DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.7. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7.8. Security Requirements. Contractor, the Products, and the System must meet or exceed all security requirements set forth in Exhibit C at all times throughout the Term, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

7.9. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

## **ARTICLE 8. REPRESENTATIONS AND WARRANTIES**

8.1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Software and the Subscriptions, or that it has the right to grant to County the rights and the licenses granted under this Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2. Limited Warranty. For the Term, Contractor represents and warrants to County that the Products and System will perform substantially as described in the Documentation and in Exhibit A. This warranty does not cover any failure of the Products resulting from: (a) use of the Products in a manner other than that for which they were intended; (b) any modification of the Products by County that is not authorized by Contractor; or (c) County's provision of improperly formatted data to be processed through the System.

8.3. Warranty Regarding Viruses and PCI Compliance. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are provided to County),

and that Contractor has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the Products accept, transmit, or store any credit cardholder data, Contractor represents and warrants that the Products comply with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard ("DSS").

8.4. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law, and that the Products and System meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

8.5. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Each of County and Contractor represents and warrants that execution of this Agreement is within their legal powers, and each individual executing this Agreement on behalf of County or Contractor, respectively, is duly authorized by all necessary and appropriate action to do so on behalf of County or Contractor, respectively, and does so with full legal authority.

8.6. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

8.7. Contingency Fee. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.8. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's

compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for Contractor's compensation in this Agreement.

8.9. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that statute. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.10. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.11. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.12. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

8.13. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

8.14. Prohibited Telecommunications. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.15. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; (c) set off from any amounts due Contractor the full amount of any damage incurred; and (d) debarment of Contractor.

## **ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY**

9.1. Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, including reasonable or awarded attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional misconduct, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel approved by County, approval of which shall not be unreasonably withheld. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

9.2. Infringement Remedy. If the Products or any portion thereof are finally adjudged to infringe, or in Contractor's opinion are likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Products; (ii) modify or replace the Products to make them non-infringing; or (iii) refund to County all fees paid under this Agreement. Contractor shall have no liability regarding any infringement claim caused by any County modification of the Products not specifically authorized in writing by Contractor. Contractor will have no duty to defend or indemnify for any infringement Claim that is based upon: (a) the combination of a Contractor Product with any software, apparatus, or device not furnished by Contractor or approved by Contractor for use; (b) the use of ancillary equipment or software not furnished by Contractor or approved by Contractor for use and that is attached to or used in connection with a Product; (c) Contractor Product designed or manufactured in accordance with County's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Maintenance Agreement; or (f) the



failure by County to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to County extend in any way to royalties payable on a per use basis or County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from County from sales or license of the infringing Contractor Product.

9.3. Limitation of Liability. Neither Contractor nor County shall be liable to the other Party for any damages under this Agreement that exceed the largest of the following amounts: (a) the total cost of all products provided or services rendered; or (b) the not-to-exceed for Support and Maintenance Services for the immediately preceding eighteen (18) months (if within the first eighteen months, then the first eighteen months of the Agreement). Neither Party shall be liable for the other party's special, indirect, punitive, or consequential damages. These limitations of liability shall not apply to (i) any violation of Applicable Law by Contractor or its Subcontractor(s), (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any Claim relating to personal injury, death, or damage to tangible property.

#### **ARTICLE 10. INSURANCE**

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain the insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article; any such adjustment must be effectuated through an amendment executed by both Parties.

10.2. Contractor shall ensure that "Broward County" is included and endorsed as an additional insured on the Commercial General Liability as stated in Exhibit E.

10.3. On or before the Effective Date prior to commencement of Services, as may be reasonably requested by County, Contractor shall provide County with a copy of all Certificates of Insurance sufficient to demonstrate the insurance coverage required in this article. In the event of a claim, upon request, Contractor shall provide, within thirty (30) days after receipt of a written request from County, a copy of the policies providing the coverage required by this Agreement where the County is required to be included as an additional insured on the policy. Contractor may redact portions of the policies that are not relevant to the insurance claim.

10.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor shall have the Commercial General Liability, Automobile Liability, and Workers' Compensation policies endorsed to provide thirty (30) day notice of cancellation to the County. Contractor shall provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

10.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

10.6. The Commercial General Liability and Automobile Liability insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

10.7. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's Commercial General Liability and Workers' Compensation insurance policies.

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is included as an additional insured under the Subcontractors' applicable insurance policies. Contractor shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

10.10. If Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may terminate this Agreement. If requested by County, Contractor shall provide evidence of each Subcontractor's compliance with this article.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least three (3) years after completion of performance; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

## **ARTICLE 11. TERMINATION**

11.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not either corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach, or if the breach cannot reasonably be cured within ten (10) days, then provided an appropriate written plan to cure to the nonbreaching Party and has commenced and is diligently implementing said cure plan to

completion. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.1.1. Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.1.2. By the County Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code; or

11.1.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement, or upon the disqualification of one or more of Contractor's CBE participants by the Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 11.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 11.2 as its sole remedy.

11.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, Contractor shall be paid for any conforming Services and equipment provided or delivered through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay Contractor for Services under this Agreement.

11.3. Termination for Nonappropriation. In the event any funding for this Agreement is not appropriated or becomes unavailable, County reserves the right to terminate this Agreement for nonappropriation upon thirty (30) days' advance written notice to Contractor. In the event of such termination, Contractor shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

11.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor's failure to comply with any term(s) of this Agreement.

## **ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE**

12.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

## **ARTICLE 13. MISCELLANEOUS**

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Statement of Work except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Statement of Work that do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor in connection with performing Services, whether

finished or unfinished ("Documents and Work"), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure the requirements of this section are included in all Contractor's agreements with Subcontractor(s).

13.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.3.1. Keep and maintain public records required by County to perform the Services;

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

13.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the Services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Services, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS**

**AT 954-357-8512, LTORRES@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 119, FORT LAUDERDALE, FLORIDA 33301.**

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and all Subcontractors that are related to this Agreement. Contractor and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor and all Subcontractors shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Notwithstanding the foregoing, County shall not request Contractor provide cost or pricing information unless and until County or its auditor determines that the specific audit inquiry at issue cannot reasonably be completed without such information; if required to be produced, Contractor may require production of cost or pricing information be subject to any nondisclosure protections permitted under Applicable Law. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection reveals overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, Contractor shall make adjustments for the overcharges and pay liquidated damages pursuant to Section 5.5. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).



13.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

13.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Regional Emergency Services and Communication  
Attn: Tracy Jackson  
115 South Andrews Avenue, Room 119, Fort Lauderdale, Florida 33301  
Email address: [tjackson@broward.org](mailto:tjackson@broward.org) with copy to [ltorres@broward.org](mailto:ltorres@broward.org)

FOR CONTRACTOR:

Motorola Solutions, Inc.  
401 East Las Olas Boulevard, Suite 1600, Fort Lauderdale, Florida 33301  
Email address: [donald.leuthke@motorolasolutions.com](mailto:donald.leuthke@motorolasolutions.com)

13.10. Assignment. As of the Effective Date, Contractor does not utilize any Subcontractors for any of the provided Services other than third-party software provider Genesis; for purposes of this Agreement, Genesis will not be deemed a Subcontractor for purposes of Article 5. Any other Subcontractors must be expressly identified in this Agreement or otherwise approved in

advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Contractor, the Products, the System, and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

13.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Contractor is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the

Health Information Technology for Economic and Clinical Health Act ("HITECH"), Contractor shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Contractor's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with Subcontractors.

13.22. Payable Interest.

13.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.24. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

13.25. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

13.26. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

13.27. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam),

unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

13.28. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2025; and Contractor, signing by and through its duly authorized representative.

COUNTY


ATTEST:

Broward County, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2025

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By:  \_\_\_\_\_  
Rene D. Harrod (Date)  
Chief Deputy County Attorney

Digitally signed by Rene D. Harrod  
DN: cn=Rene D. Harrod, ou=Broward  
County Attorney's Office,  
email=rharrod@broward.org, c=US  
Reason: Approved as to form  
Date: 2025.04.14 08:50:28 -04'00'

RDH  
Motorola Maintenance Agreement  
4/11/2025  
#1133792.12



**MASTER MAINTENANCE AND SERVICES AGREEMENT BETWEEN  
BROWARD COUNTY AND MOTOROLA SOLUTIONS, INC.**

CONTRACTOR

**MOTOROLA SOLUTIONS, INC.**

By: Daniel Sanchez  
Authorized Signer

Digitally signed by Daniel Sanchez  
Date: 2025.04.12 21:19:08 -04'00'

Daniel Sanchez, MSSSI Territory Vice President  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 2025

## **Exhibit A Statement of Work**

### **1. GENERAL**

Provider shall provide County with Support and Maintenance Services for the equipment listed in Exhibit C (subject to the limitations stated therein) in accordance with the minimum standards stated in Exhibit D on a 24 hours/day, 365 days/year basis so as to ensure and maintain optimal performance of the Equipment, Software and System consistent with the Documentation. Support and Maintenance Services may include any or all of the following individualized services (the "Specific Support Services").

County may elect to remove any Specific Support Services at any time during the term of the Agreement on a going forward basis with an appropriate pro-rata reduction in the fee for the current and future years, which reduction shall be confirmed in writing by the Parties and shall be applicable for future invoices.

The following Specific Support Services are included in this Statement of Work and the annual fees stated in Exhibit B:

- OnSite Response (1.1 below)
- Event Monitoring (1.2 below)
- Dispatch Service (1.3 below)
- Technical Support (1.4 below)
- Network Updates (1.5 below)
- Annual Preventative Maintenance (1.6 below)
- ASE circuits T1 Troubleshooting (1.7 below)
- Network Hardware Repair (1.8 below) (note: MTR repeaters are end of life; Maintenance and Support for MTR repeaters will be on a reasonable efforts basis only)
- Service and Repairs for Interoperability 12+12 Mobile Radios (1.9 below)
- Hardware Refresh (1.10 Below)
- License Rehosting (1.11 Below)
- Edge Node and WAVE PTX gateway Support (1.12 Below)
- GW3-TRBO Support (1.13 Below)
- Record and Reports (Exhibit D below)
- Advance Replacement Service (section 2 below) (note: MTR repeaters are end of life; Maintenance and Support for MTR repeaters will be on a reasonable efforts basis only)

**1.1 OnSite Response:** Provider shall provide timely response and resolution of any errors, defects, malfunctions or other issues affecting the use or performance of the System or Equipment (collectively, "Events") in keeping with the Required Response Times stated herein. Provider shall also perform the following tasks:

- i. run diagnostics on the Equipment;
- ii. replace defective Equipment or FRU, with County-provided spares;

- iii. provide materials, tools, Documentation, diagnostic equipment, and any other requirements necessary to perform the maintenance services;
- iv. notify County of case status and provide activity reports to County (see Section 1.6);
- v. provide ongoing best efforts to maintain the optimal functioning of the System and Equipment, including to correct programming;
- vi. provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Support and Maintenance services; and
- vii. verify with County that each repair or other services request is complete and System is restored to full functionality.

**1.2 Event Monitoring:** Provider shall:

- i. provide continuous System monitoring and on-call availability via telephone and e-mail 24/7/365 to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Software, System or Equipment;
- ii. set-up and provide dedicated connectivity for monitoring communication networks;
- iii. verify connectivity prior to County purchase of Event Monitoring;
- iv. create a case, which captures the incident, creates a ticket, and dispatches the ticket;
- v. maintain constant communication with County until resolution of a case;
- vi. monitor the System continuously and respond to requests for Technical Support for the restoration of failed systems and diagnosis of operation problems in accordance with the Required Response Times; and
- vii. to the extent necessary to resolve an Event or other support request, provide support on-site at any office or location of a Broward County agency. Provider agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software, System and Equipment. If in the reasonable opinion of County, the personnel provided are not acceptable, County shall request a replacement and Provider agrees to provide suitable replacements.

**1.3 Dispatch Service:** Provider shall provide emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems. For contact information on maintenance, Provider may be contacted at 800-221-7144 (request to speak with Service Dispatch). If Dispatch Service is unable to resolve the issue, it will be automatically escalated as follows:

<b>Motorola Escalation</b>			
<u>Organization</u>	<u>Name</u>	<u>Title</u>	<u>Phone</u>
Solutions Support Center	As applicable	Call Center Operations	800-221-7144
S FL Field Services Organization	Rocky Price	Customer Support Manager	202-807-9747
S FL Field Services Organization	Don Leuthke	FSO Manager	561-719-0111
Florida Services Manager	Ryan Bozman	Regional Services Manager	615-499-2725

Replacement or substitution by Contractor of the above-listed personnel requires prior written approval by County, which approval will not be unreasonably withheld. If at any time any personnel assigned by Contractor for any Services under this Agreement is unacceptable in County's reasonable business judgment for the Services being rendered, Contractor shall use best efforts to resolve the concern and, if unable to promptly resolve to County's satisfaction, substitute the personnel with replacement personnel acceptable to County at no additional cost to County.

The Motorola Solutions Support Center's Call Center Operations will escalate P1 incidents every 15 minutes for any level that does not respond. Following the Regional Services Manager, the Call Center will then escalate to the Services Director and then to the Services Vice President.

For any issue reported to Dispatch Service, Provider shall:

- i. Create a case as necessary when service requests are received or from monitoring system failures.
- ii. Gather information to perform the following:
  1. Characterize the issue.
  2. Determine a plan of action.
  3. Assign and track the case to resolution.
  4. Ensure the required personnel have access to County information as needed.
  5. Case information will be delivered via automatic emails to County from the moment it is opened, when it is assigned, on site presence and closing

**1.4 Technical Support:** Provider shall respond to questions relating to the operation or functionality of the Software, System or Equipment in accordance with the Required Response Times stated herein. Provider will provide centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. Provider is staffed or has subcontracted with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support: (i) does not include software upgrades that may be required for issue resolution; (ii) does not include County training; (iii) is only available for those system types supported and approved by

Provider and Motorola; and (iv) is limited to Equipment as defined by this Agreement. As part of Technical Support, Provider shall perform the following:

- i. if Equipment is no longer supported by the original equipment manufacturer, Technical Support will diagnose the system. Provider may not be able to resolve the issue without the County replacing the Equipment;
- ii. advise caller of procedure for determining any additional requirements for issue characterization, and restoration which includes providing a known fix for issue resolution when available;
- iii. respond to County Events per the Required Response Times stated herein, as applicable;
- iv. attempt remote access to system for remote diagnostics, when possible;
- v. maintain communication with the caller or County representative in the field until close of the case, as needed;
- vi. coordinate technical resolutions, as needed;
- vii. escalate and manage support issues, to Motorola engineering and product groups, as applicable;
- viii. escalate the case to the appropriate party upon expiration of a response time; and
- ix. advise County if Provider believes a case requires more than the Technical Support services, and present options to County of alternative courses of action.

County shall allow Provider remote access to the system by equipping the system with the necessary connectivity and cooperate with Provider and perform all acts that are reasonable or necessary to enable Provider to provide the Technical Support service to County.

**1.5 Network Updates:** Provider shall:

- i. provide routine notification to County as it becomes available of new or updated information pertaining to the Software, System or Equipment and the Documentation;
- ii. provide any update, upgrades, releases, or other modifications to the Software, System or Equipment via electronic communication and for download via the Internet, if practicable;
- iii. provide certified hardware version updates necessary to refresh the System with an equivalent level of functionality;
- iv. perform System backups;
- v. assign centralized engineering resources required to perform updates;
- vi. assign program management support required to perform updates;
- vii. schedule updates and upgrades at a mutually convenient time;
- viii. replace hardware if needed after a Software update or upgrade;
- ix. provide the necessary design and technical resources necessary to complete the updates or upgrades;
- x. provide implementation services necessary to install up to one system Software and Hardware update

In addition, upon manufacturer announcement of upgrade releases, Provider will notify County and identify any known impacts including system/software updates/upgrades that will affect operations. County will determine whether or not to implement the upgrade at issue and, if so, will coordinate with Provider to schedule the implementation. In the event any system update/upgrade requires equipment procurement, Provider will notify County at least six (6) months in advance and provide recommendations for replacement equipment; County may purchase any such replacement equipment from a Motorola Channel Partner or as Optional Services under this Agreement at discounted MSRP pricing as stated in Exhibit B. Any assessment, equipment installation or testing that may cause an impact on the existing radio system operations will follow County's Change Management Process then in effect for the Broward County regional emergency dispatch system, including that County's Change Management Request (CMR) will be submitted at least two (2) weeks prior to the installation or other planned maintenance.

**1.6 Annual Preventative Maintenance (PM):** Provider will perform the following activities on an annual basis:

- i. check transmitters;
- ii. check receivers;
- iii. check combiners; and filters
- iv. check for lightning suppression; and
- v. check all antennas.
- vi. Line sweeps
- vii. Check servers, edge nodes, gateways
- viii. Include site noise floor study per site
- ix. Optimization of the RF network to verify/adjust effective radiated power (ERP)
- x. Provide report including a matrix with forward and reverse power at the station, in and out of the combiner and at the surge suppression (bulkhead)

**1.7 T1/ASE Circuit Troubleshooting:** Provider shall diagnose if the problem is due to transmission medium, contact transmission medium provider, open ticket with that vendor and follow up until problem resolution, escalate the ticket as needed and close the ticket.

**1.8 Network Hardware Repair:** Provider shall perform the following services on the CMSS Server, supported repeaters and edge node, gateways, routers, switches:

- i. an operational check on the Equipment to determine the nature of the problem;
- ii. replace malfunctioning FRU or components;
- iii. verify that Equipment is returned to Motorola manufactured specifications, as applicable;
- iv. a Box Unit Test on all serviced Equipment, including individual station tests of transmitter, receiver, and audio functions;
- v. a System Test on all serviced Equipment, including a system operational test with Capacity Max features;



- vi. pre-diagnostic and repair services to confirm Equipment malfunction and eliminate sending Equipment with no trouble found (NTF) to third party vendor for repair, when applicable;
- vii. ship malfunctioning Equipment to the original equipment manufacturer or third party vendor for repair service, when applicable;
- viii. track Equipment sent to the original equipment manufacturer or third party vendor for service;
- ix. a post-test after repair by Provider, original equipment manufacturer, or third party vendor to confirm malfunctioning Equipment has been repaired and functions properly in a System configuration, when applicable;
- x. receive equipment in need of repair at Provider's depot;
- xi. return and install repaired equipment to County;
- xii. use commercially reasonable efforts to repair Equipment for five (5) years after product cancellation;
- xiii. load firmware or software for Equipment that requires programming;
- xiv. receive malfunctioning Equipment from County and document arrival, repair, and return times; and
- xv. a box unit test on all serviced Equipment and a system test on selected Equipment.

**1.9 Service and Repairs for Interoperability 12+12 Mobile Radios.** Provider shall perform the following services:

- i. Test and restore the Equipment to Motorola factory specifications, including Factory Mutual and Mine Hazard Safety Association standards.
- ii. Reprogram Equipment to original operating parameters based on County's template, if retrievable, or from a County supplied backup. If County template or code plug is not usable, a generic template or code plug utilizing the latest Radio Service Software or Customer Programming Software version for that relevant Equipment. Provider will upgrade the firmware to the latest release for each product line.
- iii. Clean external housing of the Equipment. The external components of the units will only be replaced when the functionality has been diminished.
- iv. Pay the outbound freight charges. Motorola will pay the inbound freight charges if the County uses the Motorola designated delivery service.
- v. Provide the Motorola repair request and inventory adjustment form via Motorola online.
- vi. Process inventory adjustment requested received from County and acknowledge receipt of request.
- vii. Perform covered services as requested by County on the Motorola repair request form.
- viii. Notify County of changes in Motorola designated contact information.

Provider shall continue to provide ongoing best efforts to maintain the optimal functioning of the Software, System and Equipment, to correct programming and coding errors directly with

Original Equipment Manufacturer (OEM), and to provide solutions to known errors affecting the operation of the Software.

#### **1.10 Hardware Refresh:**

When software support for the currently installed server is no longer available, Provider agrees to provide County certified hardware version updates necessary to refresh the system with an equivalent level of functionality to maintain the MOTOTRBO system at the latest software release. The following hardware components (serialized in Exhibit C) are eligible for hardware refresh:

- CAP MAX System Server ("CMSS")
- Edge Node
- GW3-TRBO Server (Section 1.13)

#### **1.11 License Rehosting**

As a part of this Agreement and the hardware update, Provider will rehost the Capacity Max System licenses for the following:

- MTR to SLR migration
  - If and when requested by County, the Capacity Max license on unsupported legacy repeaters will be rehosted to the latest supported repeaters as part of this Agreement.
  - The equipment purchase cost of the supported repeaters, which is considered to be a platform migration, is not covered under this Agreement.
  - Rehosting is based on Exhibit C quantities and serial numbers provided by Broward County at the time of the purchase.
- CMSS
  - The System CMSS will be allowed to rehost the license and equipment if and when migrating to a new generation of CMSS.
  - The Capacity Max System license for the CMSS will be provided as a part of each software and/or hardware update at no additional cost to County.

#### **1.12 Edge Node and Wave PTX Gateway Support**

Provide professional support services to:

- virtualize the Tier III LMR multi-tenant gateway on County-provided hardware (up to 2 instances over the contract term) and up to 200 talkpaths and up to 200 talkgroups
- support software and product updates on the edge node

#### **1.13 GW3-TRBO Support**

Provider will deliver the following support for the GW3-TRBO Server:

- Refresh the GW3-TBO Server in Year 1 and Year 5 of the agreement
- Support software updates for up to 6 sites
- include access for 1 client
- 1 year of archiving

## **2. ADVANCED REPLACEMENT SERVICE**

For so long as County elects to purchase Advance Replacement Services, Provider will perform the tasks outlined in this section on all currently supported Equipment and all purchased Equipment.

When available, Provider will provide County with an Advanced Replacement unit(s) or FRU(s) in exchange for County's malfunctioning FRU(s). Malfunctioning FRU(s) will be evaluated and repaired by the Infrastructure Depot Operations ("IDO") and returned to IDO FRU inventory upon completion of repair.

Provider shall perform the following:

- Provide new or reconditioned units as FRU to County, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the County's malfunctioning Equipment.
- Program FRU to original operating parameters based on templates provided by County. If County template is not provided or is not reasonably usable, a standard default template will be used.
- Properly package and ship Advanced Replacement FRU from IDO or select third party FRU inventory to County specified address.
  - During normal operating hours of Monday through Friday 8:00am to 7:00pm EST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Select third party FRU may ship second day air via Federal Express Priority Overnight or UPS red as noted in the attached exhibit(s). Provider will pay for such shipping, unless County requests shipments outside of the above-mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, County will be subject to shipping and handling charges.
  - When sending the Advanced Replacement FRU to County, provide a return air bill in order for County to return the County's malfunctioning FRU. The County's malfunctioning FRU will become property of IDO or select third party and the County will own the Advanced Replacement FRU.
  - When sending a loaner FRU to County, IDO will not provide a return air bill for the malfunctioning Equipment. The County is responsible to arrange and pay for shipping the malfunctioning Equipment to IDO. IDO will repair and return the County's Equipment and will provide a return air bill for the customer to return IDO's Loaner FRU.
- Receive malfunctioning Equipment from County and document its arrival, repair and return.

- Re-program repaired Equipment to original operating parameters based on templates provided by County.
- Properly package repaired Equipment unless County's malfunctioning FRU was exchanged with an IDO FRU. Provider will return County's FRU(s) to IDO's FRU inventory, upon completion of repair.
- Provide repaired Equipment to the County specified address during normal operating hours. FRU will be sent two-day air unless otherwise requested. Such shipping will be paid for, unless County requests shipments outside of the above-mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, County will be subject to shipping and handling charges.
- Receive malfunctioning FRU from County, carry out repairs and testing, and return to FRU stock.
- Package and ship advance exchange FRU from the FRU inventory to County.
- Provide 24/7 availability to create requests for advance replacement services.
- Provide new or reconditioned FRUs to County upon request, subject to availability.
- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

The following is excluded from Advanced Replacement Service:

- All Equipment over five (5) years after manufacturer cancellation date for the equipment at issue.
- Physically damaged Equipment.
- Third party Equipment not provided by Provider.
- Consumable items including, but not limited to, batteries, connectors, cables.
- Test equipment.
- Racks, furniture and cabinets.
- Firmware and/or Software upgrades.

#### Field Replacement Units (FRUs)

Provider will maintain the following manufacturer recommended FRUs at the below mentioned sites: 2 FRUs (an individual FRU consists of 2 Repeaters (MTR3000 and SLR8000), 1 Router, 1 Switch, and 1 Cap Max redundant server) housed at Provider's facility or other facility, as designated by County. Given the discontinuation of support for MTR3000 repeaters, maintenance and availability of FRU components will be provided to the extent that such components remain obtainable.

### **3. Excluded Services and Force Majeure**

Support and Maintenance Services included at no additional cost to County under this Agreement excludes the repair or replacement of Equipment that has become defective or

damaged from any of the following: use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or immersion or other major liquid intrusion, power surges, extreme neglect, acts of God, or other force majeure events, including acts of God.

Unless specifically included in this Agreement, Support and Maintenance excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, connectors, cables, toner/ink; upgrading or reprogramming Equipment (unless otherwise stated in the Statement of Work); accessories, belt clips, battery chargers, custom or special products or modified units not provided or customized/modified by Provider; and repair or maintenance of any transmission line, antenna (other than warranty service as required under the Agreement), microwave equipment, tower or tower lighting; cartridges, test equipment, racks, furniture and cabinets; and infrastructure damaged by intentional abuse or misuse or acts of God. Provider has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium except as follows: Provider shall determine if the problem is the transmission medium and, if so, Provider shall contact transmission medium vendor, open a ticket with the transmission medium vendor and keep track of the problem resolution.

If any Equipment is beyond the applicable warranty period of the Agreement (see product life cycle chart below) and Provider reasonably in good faith deems that the Equipment to be no longer serviceable, Provider will provide County a quote for replacement of such equipment and County will, if approved, acquire any replacement equipment necessary on a case-by-case basis through written authorization. Upon written agreement by the parties that any equipment is unserviceable, such equipment may be removed from the scope of maintenance through a Work Authorization (with appropriate adjustment in support fees, if applicable) on a case-by-case basis.

For all Support and Maintenance Services for Equipment, Provider will ensure that: Motorola parts or parts of at least equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

Equipment Name	Model #	System Release Version	Firmware Version	Start Ship Date	Last Ship/Cancel Date	Service Support End Date	End of Part Support Date	End of Depot Repair Date
MTR3000	T3000 / X340	R2.8	R02.08.00.07 (CP R18.00.08)	2010	3/31/2017	3/31/2024	3/31/2024	3/31/2024
SLR8000	T8319	R2.8	R02.08.00.07 (CP R05.00.13)	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation
Capacity Max System Server	SQM01SUM0281	R2.8	DESU-R13.03.53.03 (DESU-PCR-02.08.03.53-03.iso)	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation

Equipment Name	Model #	System Release Version	Firmware Version	Start Ship Date	Last Ship/Cancel Date	Service Support End Date	End of Part Support Date	End of Depot Repair Date
Capacity Max System Controller		R2.8	TC_R02.80.5 0.03 (cmxtc-pcr-02.80.50.03-01.iso)	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation
Capacity Max System Advisor		R2.8	EUEM-02.08.00.70 (UEM-PCR-02.08.00.70-00.iso)	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation
Switch	DSHPJ 9782A	NA	NA	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation
Router	DSJG4 11AAB A	NA	NA	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation
GW3 TRBO		R2.8	GW3-TRBO v3.2.14.5.1	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation
Radio Management		R2.8	RM V2.8.14.0 / CPS V15.00 Build 754	2016	NA	5 Years after Cancellation	5 Years after Cancellation	5 Years after Cancellation

#### 4. Inclusion of Optional Equipment for Support and Maintenance Services

If County purchases from Provider any additional equipment as part of Optional Services, or purchases additional equipment with a channel partner or other Provider-approved third-party through a separate agreement, the additional equipment shall be included within the scope of Equipment subject to Support and Maintenance Services, and the price for the Support and Maintenance Services will be adjusted pro rata for the applicable and subsequent annual periods based upon the line item pricing set forth in Exhibit B. After the expiration of the applicable warranty period for such additional equipment, Support and Maintenance Services for any such additional equipment will be included and billed at the applicable rates set forth in Exhibit B with no incremental or pro rata increase, unless otherwise agreed upon by the parties.

#### 5. Optional Services

##### A. Transition & Disentanglement Services

The Parties acknowledge and agree that upon the expiration or termination of this Agreement, the good faith efforts of Contractor to facilitate the smooth, efficient, and secure transition of data and services to another provider (or to County, to the extent applicable) without any unnecessary interruption or adverse impact on County operations ("Disentanglement") is a critical objective of the Parties and a material obligation of Contractor under this Agreement. All obligations of Contractor under this Agreement shall be construed consistent with this objective.

At request of County, Contractor shall provide prompt, good faith, and reasonable assistance to County in disentangling County data, business, and operations from the Products and/or System and, to the extent applicable, transitioning to a new software, system, or provider.

B. Replacement Products and Support and Maintenance

County may from time to time purchase from Contractor any replacement products necessary for continued operation and/or additional services, including support and maintenance. If and to the extent County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

C. Professional Services

County may from time to time purchase from Contractor any professional services (such as consulting, professional services, training, or other hourly services). If and to the extent County so elects to purchase additional services via a purchase order or a Work Authorization (with an accompanying Statement of Work, if applicable), as County determines appropriate, the additional services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.



**Exhibit B**  
**Payment Schedule**

The rates specified below shall be in effect for the Term, unless otherwise expressly stated below. Any work, goods, or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

**Support and Maintenance Services Fees:**

The following amounts shall be the Support and Maintenance Services Fees for the Equipment listed in Exhibit C. If and to the extent County modifies the supported Equipment or the scope of Support and Maintenance Services, the amounts stated below shall be adjusted accordingly based upon the itemized support pricing stated in this Exhibit B. All annual Support and Maintenance Services Fees shall be invoiced monthly in arrears in the monthly invoice amount indicated below for the applicable annual period (Year 1 is the first twelve months following the Effective Date, etc.):

Term	Annual Amount	Monthly Invoice
Year 1	\$266,172.00	\$22,181.00/month
Year 2	\$271,123.53	\$22,593.63/month
Year 3	\$276,322.64	\$23,026.89/month
Year 4	\$281,781.68	\$23,481.81/month
Year 5	\$287,513.69	\$23,959.47/month
Year 6	\$293,532.30	\$24,461.03/month
Year 7	\$299,851.83	\$24,987.65/month
Year 8	\$306,487.36	\$25,540.61/month
Year 9	\$313,455.00	\$26,121.25/month
Year 10	\$320,770.00	\$26,730.83/month

Any travel expenses or fees incurred by Contractor under this Agreement shall be the sole responsibility of Contractor, unless otherwise expressly stated in this Agreement or applicable Work Authorization.

In no event will County be charged for goods or services that are covered under the applicable equipment warranty.

**Itemized Support Pricing:**

Below is the detailed breakdown of the annual maintenance contract pricing and services.

Advanced Care Package includes:

- OnSite Response
- Event Monitoring
- Dispatch Service

- Technical Support
- Annual Preventative Maintenance
- ASE circuits T1 Troubleshooting
- Service and Repairs for Interoperability 12+12 Mobile Radios
- Record and Reports

Mototrbo Care Package includes:

- Network Updates
- Network Hardware Repair
- Hardware Refresh
- License Rehosting
- Advance Replacement Service
- Edge Node and WAVE PTX gateway Support
- GW3-TRBO Support

<b>Advanced Care Annual Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
OnSite Response	\$48,218	\$50,628.90	\$53,160.35	\$55,818.36	\$58,609.28
Event Monitoring	\$9,182	\$9,641.10	\$10,123.16	\$10,629.31	\$11,160.78
Dispatch Service	\$1,380	\$1,449	\$1,521.45	\$1,597.52	\$1,677.40
Technical Support	\$13,500	\$14,175	\$14,883.75	\$15,627.94	\$16,409.33
Annual Preventative Maintenance	\$9,250	\$9,712.50	\$10,198.13	\$10,708.03	\$11,243.43
ASE circuits T1 Troubleshooting	\$8,800	\$9,240	\$9,702	\$10,187.10	\$10,696.46
Service and Repairs for Interoperability 12+12 Mobile Radios	\$2,700.50	\$2,835.53	\$2,977.30	\$3,126.17	\$3,282.47
Record and Reports	\$6,000	\$6,300	\$6,615	\$6,945.75	\$7,293.04
<b>MOTOTRBO Care Annual Cost</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Network Updates	\$167,141.50	\$167,141.50	\$167,141.50	\$167,141.50	\$167,141.50
Network Hardware Repair					
Advance Replacement Service					
WAVE PTX gateway					
Command Central gateway (MOTOTRBO Edge Node)					
<b>Annual Total</b>	<b>\$266,172</b>	<b>\$271,123.53</b>	<b>\$276,322.64</b>	<b>\$281,781.68</b>	<b>\$287,513.69</b>

<b>Advanced Care Annual Cost</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
OnSite Response	\$61,539.74	\$64,616.73	\$67,847.57	\$71,239.95	\$74,801.94
Event Monitoring	\$11,718.82	\$12,304.76	\$12,920	\$13,566	\$14,244.30
Dispatch Service	\$1,761.27	\$1,849.33	\$1,941.80	\$2,039.89	\$2,140.83

<b>Advanced Care Annual Cost</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Technical Support	\$17,229.80	\$18,091.29	\$18,995.86	\$19,945.65	\$20,942.93
Annual Preventative Maintenance	\$11,805.60	\$12,395.88	\$13,015.68	\$13,666.46	\$14,349.79
ASE circuits T1 Troubleshooting	\$11,231.28	\$11,792.84	\$12,382.48	\$13,001.61	\$13,651.69
Service and Repairs for Interoperability 12+12 Mobile Radios	\$3,446.60	\$3,618.93	\$3,799.87	\$3,989.87	\$4,189.36
Record and Reports	\$7,657.69	\$8,040.57	\$8,442.60	\$8,864.73	\$9,307.97
<b>MOTOTRBO Care Annual Cost</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Network Updates	\$167,141.50	\$167,141.50	\$167,141.50	\$167,141.50	\$167,141.50
Network Hardware Repair					
Advance Replacement Service					
WAVE PTX gateway					
Command Central gateway (MOTOTRBO Edge Node)					
<b>Annual Total</b>	<b>\$293,532.30</b>	<b>\$299,851.83</b>	<b>\$306,487.36</b>	<b>\$313,454.66</b>	<b>\$320,770.31</b>
<b>10 Year Total Cost</b>	<b>\$2,917,010</b>				

For each additional repeater, the annual maintenance contract price will increase \$5,500.00 annually after the expiration of the applicable warranty (invoiced pro rata in accordance with the then-current invoicing schedule). The \$5,500/annually pricing is subject to annual CPI/% increases calculated as follows: Any such annual increase shall not exceed the lesser of 5% or CPI more than the prior annual period. The increase or decrease in CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to contract anniversary. The CPI previous period shall mean for the same month of the prior year. All CPI indices shall be obtained from the U.S. Department of Labor table for Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the area of Miami-Fort Lauderdale, FL (All Items), with a base period of 1982-84 = 100, and not seasonally adjusted.

#### **MOTOTRBO Care Early Termination Cost Recovery:**

If County terminates (other than a termination of the Agreement for cause or as provided in Section 3.5) or elects not to renew MOTOTRBO Care at any time prior to the end of Year 10, then County shall be obligated to pay a fee to compensate Motorola for cost recovery in the amount indicated in the table below for the applicable year in which renewal is not elected (for example, if County elects not to renew after Year 6, the Cost Recovery Fee for Year 7 would be imposed), which amount shall be invoiced upon the effective date of such termination and due within thirty (30) days thereafter.

Early Termination Cost Recovery Fee				
Year 6	Year 7	Year 8	Year 9	Year 10
\$ 135,000	\$ 108,000	\$ 84,000	\$ 57,000	\$ 0

**Optional Services** (which may be purchased by Work Authorization or Purchase Order, as determined appropriate by County, and including a Statement of Work, if applicable):

Description	Unit/ Term	Invoicing	Fee
Optional services by Project Manager, System Technologist, or Engineer	Hourly	Monthly in arrears	\$237/hour
Optional services by RF technician	Hourly	Monthly in arrears	\$188/hour for normal business hours (M-F, 8-5); \$279/hour for outside normal business hours
Replacement equipment (only in the event of equipment failure or necessary for LGRS operation)	Per item	Per PO or Work Authorization	Minimum discount of 20% off MSRP, unless otherwise agreed by the Parties at the time of purchase
Additional repairs not included under Support and Maintenance Services	Per item	Per PO or Work Authorization	Minimum discount of 20% off retail labor rates and 20% off MSRP for any parts or equipment

**Exhibit C**  
**Supported Equipment**

Serial Number	Site	Equipment	Model
512CQV0118	COCONUT CREEK	MTR3000	T3000A
512CQV0117	COCONUT CREEK	MTR3000	T3000A
512CQV0115	COCONUT CREEK	MTR3000	T3000A
512CQV0121	COCONUT CREEK	MTR3000	T3000A
512CQV-114	COCONUT CREEK	MTR3000	T3000A
512CQV0113	COCONUT CREEK	MTR3000	T3000A
CN25K1T089	COCONUT CREEK	ROUTER	JG411A
CN28FPF3Y2	COCONUT CREEK	SWITCH	ARUBA 2530-24
NA	COCONUT CREEK	CMSS (SERVER)	SQM01SUM0281R
NA	COCONUT CREEK	Z440 Workstation Mini (Secondary)	TT2833
NA	COCONUT CREEK	Z440 RM Client (Secondary)	TT2833
NA	COCONUT CREEK	COMBINER ±	DB4368-3-B
NA	COCONUT CREEK	MULTICOUPLER ±	DSRMC0608B
NA	COCONUT CREEK	(4) RFI ANTENNA 8.5 DB GAIN PIM, 450-470 MHZ, PIM RATED ±	DSCC45009
NA	EMS	EDGE NODE	T8752C
433IUG0301	EMS	SLR8000	T8319A
433ITU0130	EMS	SLR8000	T8319A
433ITU0128	EMS	SLR8000	T8319A
433ITU0115	EMS	SLR8000	T8319A
433ITU0124	EMS	SLR8000	T8319A
433ITU0116	EMS	SLR8000	T8319A
CN78K1T22T	EMS	ROUTER	JG411A
557CZD0002	EMS	EDGE NODE	T8752C
CN48FPF0SJ	EMS	SWITCH	HP 2530-24
NA	EMS	CMSS (SERVER)	SQM01SUM0281
NA	EMS	Z440 Workstation Mini (Secondary)	TT2833
NA	EMS	Z440 RM Client (Secondary)	TT2833
NA	EMS	COMBINER ±	DB4368-3-B
NA	EMS	MULTICOUPLER ±	DSRMC0608B
INTEROP	EMS	764-869 Hybrid Control Station Combiner ±	DSCS74861605SN
INTEROP	EMS	450-520 Hybrid Control Station Combiner ±	DSCS45521605SN
INTEROP	EMS	Omni antenna 800 MHz ±	DSANT790F2
INTEROP	EMS	Omni antenna 450-482 MHz ±	DS4C00F36U

Serial Number	Site	Equipment	Model
INTEROP	EMS	(10) XPR5350E UHF Mobile for Interoperability*	AAM28TRC9KA1
NA	EMS	(4) RFI ANTENNA 8.5 DB GAIN PIM, 450-470 MHZ, PIM RATED $\pm$	DSCC45009
512CQV0001	MARKHAM PARK	MTR3000	T3000A
512CNP0530	MARKHAM PARK	MTR3000	T3000A
512CNP0533	MARKHAM PARK	MTR3000	T3000A
512CNP0529	MARKHAM PARK	MTR3000	T3000A
433IVE0262	MARKHAM PARK	SLR8000	T8319A
433IVE0261	MARKHAM PARK	SLR8000	T8319A
513CNP0532	MARKHAM PARK	MTR3000	T3000A
CN1AK1T0TR	MARKHAM PARK	ROUTER	JG411A
CN26FPF3F1	MARKHAM PARK	SWITCH	ARUBA 2530-24
NA	MARKHAM PARK	COMBINER $\pm$	DB4368-3-B
NA	MARKHAM PARK	MULTICOUPLER $\pm$	DSRMC0608BAN
NA	MARKHAM PARK	( 4)RFI ANTENNA 8.5 DB GAIN PIM, 450-470 MHZ, PIM RATED $\pm$	DSCC45009
433IUG0276	MIRAMAR	SLR8000	T8319A
433IUG0277	MIRAMAR	SLR8000	T8319A
433IUG0278	MIRAMAR	SLR8000	T8319A
433IUG0280	MIRAMAR	SLR8000	T8319A
433IUG0275	MIRAMAR	SLR8000	T8319A
433IUG0279	MIRAMAR	SLR8000	T8319A
CN78K1T237	MIRAMAR	ROUTER	JG411A
CN84FPF0QC	MIRAMAR	SWITCH	ARUBA 2530-24
NA	MIRAMAR	COMBINER $\pm$	DB4368-3-B
NA	MIRAMAR	MULTICOUPLER	DSRMC0608B
NA	MIRAMAR	(4) RFI ANTENNA 8.5 DB GAIN PIM, 450-470 MHZ, PIM RATED $\pm$	DSCC45009
NA	MIRAMAR	OFFSET DIPOLE 9DB PIM RATED UHF $\pm$	DSOA40-67
512CQV0116	CHANNEL 2	MTR3000	T3000A
512CQV0113	CHANNEL 2	MTR3000	T3000A
512CQV0108	CHANNEL 2	MTR3000	T3000A
512CQV0111	CHANNEL 2	MTR3000	T3000A
512CQV0109	CHANNEL 2	MTR3000	T3000A
433IVS0526	CHANNEL 2	SLR8000	T3000A
CN1AK1T0TX	CHANNEL 2	ROUTER	JG411A
CN28FPF3TR	CHANNEL 2	SWITCH	ARUBA 2530-24
NA	CHANNEL 2	COMBINER $\pm$	DB4368-3-B
NA	CHANNEL 2	MULTICOUPLER $\pm$	DSRMC0608B

Serial Number	Site	Equipment	Model
NA	CHANNEL 2	(4) RFI ANTENNA 8.5 DB GAIN PIM, 450-470 MHZ, PIM RATED ±	DSCC45009
512CQV0120	MSI FSO (SPARES)	MTR3000 Repeater T-Band	T3000A / X540MT
513CNP0531	MSI FSO (SPARES)	MTR3000 Repeater T-Band	T3000A / X540MT
512CQV0110	MSI FSO (SPARES)	MTR3000 Repeater UHF 453	T3000A / X540MT
433ITU0113	MSI FSO (SPARES)	SLR8000 Repeater UHF 1	T8319
433ITU0122	MSI FSO (SPARES)	SLR8000 Repeater UHF 1	T8319
CN88FPF0T1	MSI FSO (SPARES)	HP Procurve Switch	DSHPJ9782A
CN88FPF0T1	MSI FSO (SPARES)	HP MSR2003 AC Router	DSJG411AABA
H52710001-1	MSI FSO (SPARES)	Best Practices Receive Multicoupler, 8 CH, 450-512 MHz, AC	073178-00414
H52710001-1	MSI FSO (SPARES)	Dual Band Receive filters for 450/470MHz bands ±	073178-00414
NA	MSI FSO (SPARES)	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ ±	DSRMC0608BAN
	EMS	Dell EMC PowerEdge R450 for Wave Motorola EDGE Node (hardware)	
	Coconut Creek	Dell EMC PowerEdge R450 for Wave	

± Indicates preventive maintenance only will be provided by Motorola.



## **Exhibit D**

### **Support and Maintenance Minimum Standards**

Contractor shall provide County with Support and Maintenance so as to ensure and maintain optimal performance of the Products and System consistent with the Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions, or other issues affecting the use or performance of the Products or System (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor's other clients;
- If and to the extent of any available patches or updates affecting security, notifying County of same and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution;
- On-call availability via telephone and e-mail during Business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Products or System;
- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and emergency questions relating to the operation or functionality of the Products or System;
- Use of ongoing best efforts to maintain the optimal functioning of the System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software; and
- Routine notification to County as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

Support and Maintenance shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Contractor shall provide support on-site at any office or location of a Broward County agency, as requested by County. Contractor agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements if the concerns cannot be rectified.

#### **REQUIRED RESPONSE TIMES**

For so long as County elects to purchase OnSite Response or Technical Support, upon notice by County of an Event or upon an Event being detected by the Provider's 24/7/365 monitoring (collectively, "Event Notification"), Provider shall address and resolve the Event consistent with the following response levels and in each instance Provider shall continue to work to resolve the

Event until corrected. County and Motorola will reasonably agree on the Incident Priority Levels associated with each Event.

Incident Priority	Incident Definition	Response Times
Critical P1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>Examples of this include the following:</p> <ul style="list-style-type: none"> <li>• One (1) RF site or more than 10% of RF sites down, whichever is greater.</li> <li>• CMSS outage.</li> <li>• Loss of monitoring service/connection.</li> <li>• More than 10% of site channels are down</li> <li>• Loss of ASE circuit *</li> </ul>	<p>Motorola FSO tech will start troubleshooting within two hours of event notification. Work continuously until corrected.</p>
High P2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>Examples of this include the following:</p> <ul style="list-style-type: none"> <li>• Failure of a single redundant component.</li> <li>• Loss of system programming capabilities.</li> <li>• Intermittent faults which occur frequently and have a major impact on core services e.g. Loss of audio or unable to send short data.</li> </ul>	<p>Motorola FSO tech will start troubleshooting within 4 hours from event notification. Response provided on standard business days, which is normally Monday through Friday, 7AM to 7PM Central time, excluding US public holidays. Work during business hour until corrected.</p>
Medium P3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <ul style="list-style-type: none"> <li>• Examples of this include the following: Intermittent faults that are infrequent and minor impact to core services e.g. Repeater reset.</li> <li>• License warnings from any of the network components.</li> </ul>	<p>Motorola FSO tech will start troubleshooting within the next business day of the request for support being logged at the issue management system. Response provided on standard business days, which is normally Monday through Friday, 7AM to 7PM Central time, excluding US public holidays.</p>

For Critical P1 incidents, Provider shall provide an after action report with root cause analysis no later than 48 hours after receipt of notice. For incidents other than Critical P1, Provider shall provide County with the action report and root cause analysis no later than 72 hours after receipt of notice.

\* For ASE circuit loss, Provider's sole responsibility shall be to open the ticket with the applicable third-party, monitor and escalate as appropriate.

Notwithstanding the above-stated schedule, Provider shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator. Diagnosis of the Event through VPN is an acceptable response; in the event no VPN is available, Provider will perform diagnosis on site.

**Records and Reports.** For the duration of the Agreement, regardless of whether or not County elects to acquire Records and Reports as a Specific Support Service, Provider will maintain records of its Support and Maintenance Services, which shall include at least the following:

- i. Date, time, and name of contact for each Event;
- ii. Date and time of response by Provider;
- iii. Date and time of resolution and County representative notified of resolution; and

If Records and Reports are elected by County, Provider shall provide reports that include the minimum requirements above along with the following:

- i. Description of Event and analysis of error, defect, or other issue causing Event;
- ii. All steps and actions taken to resolve the Event;
- iii. All equipment and/or labor costs associated with resolution;
- iv. Any other information County may reasonably request related to an Event, including but not limited to statistics of Provider's average monthly compliance with the Required Response Times.

After yearly preventive maintenance: Provide report including a matrix with forward and reverse power at the station, in and out of the combiner and at the surge suppression (bulkhead). Report to be provided no later than 1 week after preventive maintenance. County agrees that testing will be conducted after hours and stations will be out of service multiple times during testing.

Failure to Meet Required Response Times

If Provider fails to meet the Required Response Times, County may offset against any sums due Provider \$250.00 for each hour that Provider's average response time in the preceding month

exceeds the Required Response Times, which the parties agree is a fair and reasonable approximation of County's negative financial impact caused by the delay in Provider's response.

These credit amounts will be calculated in quarter-hour increments. Average response times will be rounded up to the next quarter hour for any average response time that exceeds the Required Response time (e.g., a response time that exceeds the Required Response time by 20 minutes will be rounded to 30 minutes, and one-half hour will be charged at the applicable Priority Level Event rate listed above). Any credits due shall not exceed \$500 per event due to a delay in response times.

Legitimate reasons to suspend an incident timer are:


- Acts of God
- Inaccessible sites due to extreme weather
- Issues directly caused by County employees
- No access to County site due to County's unwillingness or inability to grant such access in good time.
- Delays directly caused by County employees
- County's equipment is proven to cause the fault, and this has been acknowledged by County.
- Repeater or CMSS equipment is end of life (i.e., no longer supported)
- MTRs or combiner spare parts not locally available
- Complete loss of commercial power at site

#### Credit

If a Critical P1 incident is not resolved or reduced to a lower level event within two (2) business hours after notice to Provider, Provider will refund to County three percent (3%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance Services for each additional business hour that the Event remains unresolved or at Critical P1. Such refunds shall be credited on the next month's invoice or against such later invoices as County may request (if the final invoice, then deducted from same). This refund shall be in addition to any other remedy that is available in the event of a breach of the Agreement. The credit shall be waived by the County's Contract Administrator if the Contract Administrator determines in his or her reasonable judgment that the downtime is caused by a third party or the infrastructure that is the subject of this Agreement. Any credits due for any monthly period shall not exceed \$1,000.

## Exhibit E Minimum Insurance Requirements

Project: Local Government Radio System (LGRS) Maintenance and Services Agreement  
Agency: Communication and Technology Division

TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVER	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Domestic Damage <del><input checked="" type="checkbox"/> Independent Contractors</del> <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b>	N/A				\$2,000,000
			<del>Maximum Deductible:</del>	<del>\$100,000</del>	
<input type="checkbox"/> <b>POLLUTION/ENVIRONMENTAL LIABILITY</b>			Each Claim:		
			*Maximum Deductible:		
Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.					
<b>CERTIFICATE HOLDER:</b>  Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN POUNALL Date: 2025.01.22 15:06:48 -05'00' Risk Management Division		

**Exhibit F**  
**Work Authorization**

Agreement: [Title, Date, Contract Number]

Work Authorization No. \_\_\_\_\_

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This Work Authorization is between Broward County and Contractor pursuant to the Agreement. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Work Authorization is executed by Contractor. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

The time period for this Work Authorization will be from the date of County's Notice to Proceed until [\_\_\_ (\_\_\_)] days after the Notice to Proceed, unless otherwise extended or terminated by the Contract Administrator.

**Services to be provided:**

**[COMPOSE SIMPLE SUMMARY]**

See Exhibit A for additional detail.

The applicable not-to-exceed amount stated in the Agreement for the Optional Services at issue is \$[\_\_\_\_\_].

The total fee for goods and services under this Work Authorization is \$[\_\_\_\_\_] ("Total Fee").

The Total Fee shall be invoiced by Contractor upon written acceptance by County of all goods and services required to be provided under this Work Authorization.

*(Signatures appear on the following page.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Authorization No. \_\_\_\_, effective as of the date the last party signs this Work Authorization No. \_\_\_\_.

**County**

Broward County, by and through  
its \_\_\_\_\_

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

\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Contract Administrator

By: \_\_\_\_\_  
(Date)

Project Manager

By: \_\_\_\_\_  
(Date)

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Attorney's Name (Date)  
Senior/Assistant County Attorney

**Contractor**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_ day of \_\_\_\_\_, 20\_\_