

TECHNOLOGY PRODUCTS AGREEMENT BETWEEN BROWARD COUNTY AND NICHE TECHNOLOGY USA LIMITED FOR LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM

This Technology Products Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and Niche Technology USA Limited, a Delaware company authorized to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Broward County's Office of Regional Communications and Technology Division seeks to license and implement a law records management software solution ("LRMS").

B. On or about December 10, 2024, County identified Contractor as the sole or only reasonable source to provide the LRMS.

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. **Authorized User** means any member of staff, sworn officers, and civilians employed by an Agency (as defined in Exhibit A) and authorized by County to use the System pursuant to the terms and conditions of this Agreement. For the avoidance of doubt, third party suppliers or subcontractors of County or any Agency are not Authorized Users.

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

1.4. **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.

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

1.6. **Contract Administrator** means the Director of the Office of Regional Communications and Technology Division ("ORCAT"), the Assistant Director of ORCAT, or such other person designated by the Director of ORCAT in writing.

1.7. **County Business Enterprise** or **CBE** means an entity certified as meeting the applicable requirements of the Broward County Business Opportunity Act, Section 1-81, et. seq., of the Code.

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

1.9. **License Fee or Support and Maintenance Fee** means the fee associated with the right to use the Software.

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

1.11. **Products** means all Software and Services provided or required to be provided by Contractor, as 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 Contractor-side project management and other services, to meet County's ongoing needs in connection with the Products as those services are specified in Exhibit A, as well as any Optional Services that may be procured under this Agreement.

1.14. **Software** means all proprietary software (including embedded third-party software) licensed to County as listed in Exhibit A, or other intellectual property rights licensed to County and accessed by its Authorized Users pursuant to this Agreement, including any subsequent updates, upgrades, releases, or enhancements thereto developed during the Term of this Agreement.

1.15. **Subcontractor** means any entity or individual, including any subconsultants, that provides Services to County through Contractor, regardless of tier.

1.16. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain optimal performance of Products and the System as specified and as set forth in Exhibit D of the Agreement.

1.17. **Support and Maintenance Fee** means the annual amount payable for agreed Support and Maintenance as set forth in Exhibit B of the Agreement.

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 Optional Services or additional features, products, updates, upgrades, versions, or enhancements of the Products that Contractor may make available to County under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Service Level Agreement
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form

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 mutually agreed description by the Parties of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment (if any), and tasks that are such an inseparable part of the work under the Agreement that exclusion would render performance by Contractor materially insufficient and impractical.

3.2. Software License. Subject to the terms and conditions as set forth in this Agreement, Contractor grants to County a perpetual, royalty-free, non-exclusive, non-transferable license, with no geographical limitations, to the Software identified in Exhibit A. This license permits Authorized Users to use the Software, in any machine-readable form, solely for the Agency's business purposes. Any Agency or Authorized User that utilizes the Software shall be bound by the terms and conditions of this Agreement. The license shall apply to any other software or interfaces that may be developed by Contractor and provided to County under this Agreement. Specifically, this license grants the County the following rights:

- 3.2.1. The right to install an unlimited number of instances of the Software (production, training, test, etc.) on the County's servers as necessary for Authorized Users;
- 3.2.2. The right to install the Software on any number of County's client (i.e., application) workstations for use by Authorized Users;
- 3.2.3. The right to access the Software through any number of client workstations and mobile devices for the use of Authorized Users; and
- 3.2.4. The right to access the Software through any number of external system interfaces.

3.3. Third-Party Embedded Software. The license includes any embedded third-party software within the Software.

3.4. Authorized Users, Authorized Access, and Additional Licenses. Authorized Users may concurrently operate and use the Software. If additional licenses are required for Authorized Users or additional agency 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 3.11, to purchase additional

licenses for the fee specified in Exhibit B. Subject to County approval, agencies external to the Authorized Users may use the client portions of the Software in order to access the Authorized User's records. The Software may only be used to maintain the records of the Agency and may not be used to maintain the records of any other agency or to run a service bureau, except as may be expressly provided below.

3.5. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County and/or Agencies may install, use, and operate the Software on any County-managed or Agency-managed hardware. 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 (provided such third party agrees to abide by the confidentiality obligations of this Agreement); (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or, subject to approval by Contractor, 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.

3.6. Prohibited Uses. Except as otherwise provided in this Agreement or required under Applicable Law, County shall not reproduce, publish, license, or provide access to the Software to others. County shall not modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

3.7. Support and Maintenance. For so long as requested by County and provided the applicable Support and Maintenance Fees have been paid, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B, except that for the first year following Final Acceptance for the first Included Agency, all Support and Maintenance for Software is included at no cost to County (the "Warranty Period"). County or any Authorized User may elect to discontinue Support and Maintenance for the Software upon thirty (30) days prior written notice. The license rights granted to County in this Agreement shall not require or otherwise be contingent upon the continuance of Support and Maintenance.

3.8. Updates, Upgrades, and Version Releases. Throughout 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 version releases to the Software, as further defined and detailed in Exhibit D. All such updates, upgrades, and new releases shall be deemed to be included within the scope of the Software license granted under this Agreement. Once received, the installation or implementation of any such update, upgrade, or release in County's environment is the responsibility of (and is at the discretion of) the Contract Administrator.

3.9. Compatibility. Throughout the Term, Contractor shall ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System, including without limitation Active Directory (AD) and Geographic Information System Mapping (GIS). If Contractor is not able to support any 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 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 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. To the extent applicable and subject to compatibility, County will use its best efforts to accept and install all releases, patches, updates, and upgrades provided by Contractor.

3.10. Documentation. Contractor shall provide access to the Contractor's Documentation and Learning Centre ("DLC") and, thereafter, Contractor shall ensure that any updated and relevant Documentation is included in the DLC as it becomes available during the Term of this Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Products efficiently and in accordance with Exhibit A. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County deems necessary provided such activities are solely for the purpose of use of the Products as permitted under this Agreement, and any such use is subject to the terms and conditions of this Agreement.

3.11. 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 a 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 be agreed by the Parties where such work or services would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1 unless the County first obtains and provides necessary approval including (if appropriate) approval by the Board. 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.

3.12. Assignment. County may not assign the Software license without the written consent of Contractor, and any such consent shall be at the full discretion of Contractor except that the license may be assigned to any statutory successor body to County or an Authorized User. No

such permitted assignment shall be valid unless the assignee executes a covenant agreeing to be bound by all the terms and conditions imposed on County under this Agreement. No such assignment shall relieve County or the assignor from its obligations under this Agreement unless Contractor expressly agrees in writing to the contrary.

3.13. Ownership and Intellectual Property Rights.

- 3.13.1. The Software and any copyright or other intellectual property rights of any nature whatsoever in the Software are and shall remain the confidential, proprietary property and information of Contractor or those from whom Contractor has acquired a proprietary right in the Software. The intellectual property rights to any modifications to the Software, whether made by Contractor or anyone else, shall become and remain the exclusive property of Contractor.
- 3.13.2. Except as otherwise provided herein or as required by Applicable Law, County shall not disclose any portion of the Software in any form to any third person without the prior written consent of Contractor, which shall be subject to Contractor's discretion.
- 3.13.3. County shall take appropriate action by way of instruction, order, or otherwise with its employees to satisfy its obligations under this Agreement with respect to use, copying, modification, and non-disclosure of the Software.
- 3.13.4. County's duties under this section shall survive any termination of any this Agreement.
- 3.13.5. Contractor shall ensure that no copyright restrictions or other encumbrances or restrictions exist that may impede the full and free exercise by County of its rights under this Agreement, and Contractor shall provide or obtain any required permissions, licenses, or waivers that may be necessary to ensure that County is fully able to exercise its rights, without any additional cost, expense or fees to County over and above the fees payable to Contractor by County under this Agreement.
- 3.13.6. Notwithstanding any other provision in this Agreement, each Party acknowledges and agrees that any software, hardware, or software or hardware technology, any methodology, procedures, practices, processes and any other know-how of any nature and kind that belonged to a Party (the "Owning Party") prior to the Effective Date ("Pre-Existing Items") will continue to belong to the Owning Party notwithstanding that such Pre-Existing Items may be incorporated into any part of the Software.

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 expires five (5) years after 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 (1) year terms (each an "Extension Term") on the same rates, terms, and conditions as stated in Exhibit B by sending written 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 rates, 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 and stating the unusual or exceptional circumstances being invoked. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Timetable. If Contractor fails to achieve Final Acceptance within twenty-six (26) months after the Effective Date, County shall have the option to terminate the Agreement by written notice from its Contract Administrator, in which event all sums paid by County under this Agreement, if any, shall be reimbursed to County by Contractor within fifteen (15) days. For purposes of this section, any delays caused by County prior to Final Acceptance shall extend the Final Acceptance deadline by the same number of days as the delay caused by County.

4.6. 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
Software License Fees	Initial Term	\$3,000,000
Integration and Implementation Services Fees	Initial Term	\$515,000
Training and Configuration Services Fees	Initial Term	\$370,000

Services/Products	Term	Not-To-Exceed Amount
Interface Support and Maintenance Fees	Duration of Agreement	\$42,500/annually (\$425,000 total for duration of Agreement)
Optional Services	Duration of Agreement	\$1,000,000
TOTAL NOT TO EXCEED		\$5,310,000

Note: These amounts do not include amounts paid directly to Contractor by Agencies, including for Software License fees and Software Support and Maintenance Fees.

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. 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. 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 Services as more specifically 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; (b) be submitted pursuant to instructions prescribed by the Contract Administrator; and (c) be submitted to both the County’s Accounting Division (via email to AccountsPayable@Broward.org) and to the Contract Administrator. Contractor’s preferred method of payment is by electronic payments. If electronic payments are not reasonably practicable, then 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. 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 reasonably demonstrates to the 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 concerning their own sub-contractual or supplier obligations.

5.3. Reimbursable Expenses. Contractor shall not be reimbursed by County 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. Notwithstanding the foregoing, nothing in this provision shall preclude Contractor from allocating and invoicing a reasonable portion of costs to reflect its involvement in any applicable Services performed by a Subcontractor, provided that the amount or percentage is clearly specified in Exhibit B or the applicable Work Authorization.

5.5. Withholding by County. 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.

5.6. Overcharges. If County believes that an invoice reflects an overcharge, County will immediately bring it to the attention of Contractor, and the Parties will promptly discuss and attempt to resolve any concerns or overcharge in good faith. If the Parties determine that a paid overcharge exists that is less than 5% of the billed amount (i.e., the invoice), Contractor may remedy the overcharge by prompt repayment or (if the County agrees) by an adjustment in the next regular invoice. If the Parties determine that a paid overcharge exists that is in excess of five percent (5%) of the total amount billed in the applicable invoice, then Contractor must refund the overbilled amount within thirty (30) days. Upon notice by County, Contractor will immediately withdraw any invoice that reflects an overcharge and that has not yet been paid by County, and will resubmit a corrected invoice to County.

5.7. 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.

5.8. Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Contractor is a foreign person or entity that is required to complete an Internal Revenue Service ("IRS") form to evidence exemption from backup withholding (e.g., Form W-8ECI) ("Foreign Tax Form"), Contractor shall provide County a copy of Contractor's current Foreign Tax Form prior to issuance of any invoice or payment under this Agreement. If Contractor fails to timely provide a completed, current Foreign Tax Form, County will withhold all backup withholding taxes from the amounts due Contractor, remit such sums to the IRS, and pay Contractor only the remainder. County makes no representation regarding the tax treatment of amounts due to Contractor, and Contractor releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

6.1. Delivery. Contractor shall make the Software available electronically to County within the time period stated in Exhibit A, Statement of Work. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A.

6.2. Final Acceptance Testing. Section 22.148 of the Broward County Administrative Code requires that all applicable software license purchases be inspected and tested by County, including verification by its Enterprise Technology Services ("ETS"), prior to final written acceptance of the software and software-related services. Within thirty (30) days after completion of all Services stated in Exhibit A relating to the installation, implementation, and integration of the Products and System provided under this Agreement, County shall conduct testing to determine whether the System: (i) properly functions with any applicable operating software; (ii) provides the capabilities stated in this Agreement and the Documentation; and (iii) if applicable, meets the acceptance criteria stated in the Statement of Work (the criteria

referenced in (i), (ii), and (iii) are collectively referred to as the "Final Acceptance Criteria"). In the event of a conflict between the Documentation and the acceptance criteria stated in the Statement of Work, the Statement of Work shall prevail. Final payment shall not be made to Contractor prior to the written confirmation by the County's Chief Information Officer or their written designee, that the Products and System have successfully passed the Final Acceptance Criteria, and such written confirmation shall constitute "Final Acceptance."

6.3. The testing period shall commence on the first business day after Contractor informs County in writing that it has completed the Services required to be performed prior to testing and that the System is ready for testing, and shall continue for a period of up to thirty (30) days. During the testing period, County may notify Contractor in writing of any error or defect in the System so that Contractor may make any needed modifications or repairs. If Contractor so elects in writing, testing will cease until Contractor resubmits for Final Acceptance testing, at which time the testing period shall be reset to that of a first submission for testing.

6.4. County shall notify Contractor in writing of its Final Acceptance or rejection of the System, or any part thereof, within fifteen (15) days after the end of the testing period, as same may be extended or reset. If County rejects the System, or any part thereof, County shall provide notice identifying the criteria for Final Acceptance that the System failed to meet. Following such notice, Contractor shall have thirty (30) days to (a) modify, repair, or replace the System or any portion thereof, or (b) otherwise respond to County's notice. If Contractor modifies, repairs, or replaces the System or portion thereof, the testing period shall re-commence consistent with the procedures set forth above in this Section 6.2.

6.5. If Contractor fails to remedy the reason(s) for County's rejection of the System, or any part thereof, within ninety (90) days after County's initial notice of rejection, County may elect, in writing, to either accept the System as it then exists or to reject the Software or Subscriptions and terminate the Agreement or applicable Work Authorization. If County elects to reject the System and terminate the Agreement or applicable Work Authorization, all sums paid by County under the Agreement or applicable Work Authorization shall be reimbursed to County by Contractor within fifteen (15) days after such election is made. If County elects to accept the System as it then exists (partial acceptance), Contractor shall continue to use its best efforts to remedy the items identified in the applicable notice of rejection. If, despite such continuing best efforts, Contractor fails to remedy the issue(s) identified by County within a reasonable time as determined by County, then County shall be entitled to deduct from future sums due under the Agreement the value of the rejected portion of the System as mutually determined by the Parties. If the Parties cannot agree upon such value, County shall have the right to reject the System and terminate the Agreement or applicable Work Authorization on the terms stated above in this section.

6.6 Agency Final Acceptance Testing. Each Agency shall be solely responsible for conducting its own Final Acceptance testing of any Products or Services from Contractor in accordance with the procedures set forth in Sections 6.2 through 6.5. Any references in those sections to County shall be deemed to refer to the applicable Agency for purposes of such testing, and the Agency

shall have the same rights and obligations with respect to its Final Acceptance determination and related remedies for its Agency-specific Products or Services. Notwithstanding the foregoing, an Agency shall have no authority to reject, delay, or condition acceptance of any Products or Services previously accepted by County or not allocated by County to that Agency, and shall have no right to terminate this Agreement or any applicable Work Authorization issued by the County. Each Agency's rights under this section are limited to the specific Products or Services allocated to that Agency by County under this Agreement.

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Software contains proprietary information or products including trade secrets of Contractor. Accordingly, to the full extent permissible under Applicable Law, County agrees to treat intellectual property within the Software 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, 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, 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, subject to the provisions and limitations of Article 9 below.
- 7.2.3. Upon expiration or termination of this Agreement and thereafter reasonably demanded by County, Contractor shall immediately and reasonably 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 created and maintained exclusively by County and 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.

For clarity, this Section 7.4 is not intended to reach or apply to the Software or to any software, programming, or software code (including but not limited to source code) related to the Products, or any copyrighted or licensed Documentation provided by Contractor related to the Products; instead, County shall have rights to its own underlying data and the reports that it may generate.

7.5. Contractor Proprietary Rights. County acknowledges that all copies of the Software and Products (in any form) are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest to any such Software and Products except as expressly provided in this Agreement. County shall take reasonable steps to secure and protect the Software, and Products, consistent with maintenance of Contractor's asserted 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 (disclosure of information to Subcontractor as directed by County in writing shall constitute such authorization). If applicable and requested by County, Contractor shall use best efforts to 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. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must

ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

7.10. 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 7 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, 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. However, any warranty (or service obligation) under the Agreement 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 or licensed; (b) any modification of the Products by County that is not expressly authorized in writing by Contractor, including any interface to the Software; or (c) County's provision of improperly formatted data to be processed through the System. Additionally, for the Warranty Period, Contractor shall warrant that all Software provided under this Agreement will be free from defects in material, design, and workmanship.

8.3. Warranty Regarding Viruses. 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.

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. Contractor further represents and warrants that the Products, the System, and all deliverables provided to County for online utilization 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 or required by Applicable Law. 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. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Products or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents, and warrants that the Products, System, Services, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

8.6. 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. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

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 has not been identified as a company or other entity subject to scrutiny under 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. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.

8.16. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the “Broward County Domestic Partnership Act,” Section 16½-157 of the Code (“Act”), Contractor certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.17. 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. Subject to other requirements or limitations stated in this Article 9, 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, and expenditures of any kind, including 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 (or in privity with) 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, reckless, or negligent act or negligent 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 satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered reasonably necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

9.2. Infringement Claims. This section shall apply to any Claim arising from any alleged or actual infringement of any third party’s patent, trademark, or copyright, or any alleged or actual unauthorized trade secret disclosure, or similar intellectual property infringement claims, arising from or related to this Agreement and/or the operation and use of the Products (an “Infringement Claim”), as follows:

9.2.1. Defense of Infringement Claims. Any legal defense of an Infringement Claim pursuant to Contractor’s indemnification obligations under this article must be conducted by Contractor and performed by counsel selected by Contractor. County will provide Contractor with information, reasonable assistance, and authority to defend or settle the Infringement Claim. Notwithstanding the foregoing, County will retain the right to participate in any such defense at its sole cost and expense.

- 9.2.2. Contractor Liability. Contractor must pay and is solely responsible for the amount of any resulting adverse final judgment issued by a court of competent jurisdiction, or of any settlement made by Contractor in writing.
- 9.2.3. Exclusions to Contractor Liability. Contractor will have no liability for an Infringement Claim if that claim or an adverse final judgment of that Infringement Claim rendered by a court of competent jurisdiction results from: (i) County's use of a previous version of the Products and the claim would have been avoided had County used the current version of the Software, (ii) County's combining the Products with devices or products not intended or approved by Contractor, (iii) use of the Products in applications, business environments, or processes for which the Products were not designed or contemplated and where use of the Products outside of such application, environment, or business process would not have given rise to the Infringement Claim, (iv) corrections, modifications, alterations, or enhancements that County made to the Products and such correction, modifications, alterations or enhancements is determined by a court of competent jurisdiction to be a material or substantive contributing cause of the infringement, (v) use of the Products by any person or entity other than Authorized Users or as stated in Article 3, or (vi) subject to Contractor's remedial measures, County's willful infringement, including continued use of Contractor's infringing Products after being notified by Contractor that any such infringing Product is, or is likely to become, the subject of a third-party claim.
- 9.2.4. Remedial Actions, and Intellectual Property Warranty. Contractor must, at County's option, and absent a court order stating otherwise, and at no cost to County, engage in remedial measures in response to an Infringement Claim by: (i) disabling without delay the affected Software or Products component, as applicable; or (ii) procuring the right, by license or otherwise, for County to continue to use the Software or Products or affected component(s) thereof, or part(s) thereof, to the same extent of County's license hereunder; or (iii) replacing or modifying the Software or Products or any component(s) thereof with another software or component(s) thereof of at least equivalent quality and performance capabilities, as mutually determined and agreed to by County and Contractor, until the Software and Products and all components thereof become non-infringing and non-misappropriating.
- 9.3. Limitations of Liability.
- 9.3.1. Except as expressly provided below in Section 9.3.2, in no event will the total cumulative liability of Contractor (including its representatives) to County, for any single claim, demand, suit, event or other liability arising out of or relating to this Agreement, exceed the greatest of: (i) \$2,000,000.00; (ii) fees paid or payable to Contractor pursuant to the Agreement in the twelve (12) months preceding the claim; or (iii) the amount of insurance Contractor is required to provide under

Article 10, to the extent such insurance provides liability coverage to the claim in question.

- 9.3.2. For Claims arising pursuant to Section 9.1 or Section 9.2, including a data breach or cyber-security breach, the total cumulative liability of Contractor (including its representatives) for each such Claim shall not exceed \$10,000,000, subject to Section 9.3.3 below.
- 9.3.3. The total cumulative liability of Contractor (including its representatives) to County, for any claims, demands, suits, or other liabilities arising out of or relating to the Agreement and any performance related thereto shall not exceed (in the aggregate) \$10,000,000 during a single annual insurance policy period for Contractor (Contractor's annual insurance policy period currently commences each November) and shall not exceed (in the aggregate) \$20,000,000 for the duration of the Agreement.
- 9.3.4. County's total liability to Contractor for any and all damages arising under this Agreement shall not exceed the greater of the following amounts: (a) \$100,000; or (b) twice the maximum compensation amount specified in Section 5.1.

9.4. No Consequential or Indirect Damages. Neither Party (including its representatives) shall be liable in any way whatsoever for the other Party's special, indirect, punitive, non-economic, exemplary, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the Party understands or has been advised that such damages are possible or foreseeable, nor shall either Party be liable for the other Party's lost profits, lost revenue, or lost institutional operating savings.

ARTICLE 10. INSURANCE

10.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum 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.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

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 or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently 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. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit E, County shall be entitled to all such broader coverages and higher limits. All required 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 declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

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 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 named 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 pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. If requested by County,

Contractor shall provide, within five (5) business days, 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 the duration stated in Exhibit E; 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 allegedly in breach has not corrected the alleged breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. The Parties may agree in writing to extend the ten-day correction period.

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

11.2.1. Contractor's (a) 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 (b) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.2.2. 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, et seq., of the Code; or

11.2.3. 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 11.3 effective thirty (30) days

after such notice was provided and Contractor shall be eligible for the compensation provided in Section 11.3 as its sole remedy.

11.3. 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 reasonably 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 Services properly performed including any unpaid invoices or substantially performed milestones due through the termination date specified in the written notice of termination, subject to any expressly stated 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.

11.4. 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.

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, pregnancy, or any other basis prohibited by Applicable Law 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 generated by the Software as part of County's permitted use and operation of the Software ("Generated Work") shall be owned by County, and Contractor disclaims any right, title, and interest, in or to the Generated Work.

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 954-357-8579, TLAWERENCE@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, SUITE 325, 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 the format ordinarily kept in the course of business 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. 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. 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 that is not a parent company of Contractor. Therefore, except as stated herein, 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 Communications
Attn: Daniel Revis
115 South Andrews Avenue, Room 325, Fort Lauderdale, Florida 33301
Email address: drevis@broward.org

FOR CONTRACTOR:

Niche Technology USA Limited
Attn: Roland Schneider
629 McDermot Avenue
Winnipeg MB, Canada R3A 1P6
Email address: Roland.Schneider@NicheRMS.com
CC: John Mackay – Internal Legal Counsel
Email address: John.Mackay@NicheRMS.com

13.10. Mutual Non-Assignment. Except for expressly approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, sold, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. Any assignment, sale, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, shall constitute a breach of this Agreement, and shall permit the aggrieved Party

to immediately terminate this Agreement (and to terminate any continuing or perpetual licensing rights under the Agreement), in addition to any injunctive relief or other remedies available to the aggrieved Party, whether at law or in equity. The Parties reserve the right to condition approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the Party conducting such due diligence as reasonable compensation it for the performance of such due diligence.

13.11. Subcontractors. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator.

13.12. 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.

13.13. 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, presumptively a material term. Either Party'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.

13.14. 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.

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

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

13.17. 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 either Party shall require approval in writing by such Party, unless otherwise expressly stated.

13.18. 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.

13.19. 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.**

13.20. 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.

13.21. Entire Agreement and Integration. 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, representations, solicitations, promises, expectations, inducements of any kind, and understandings of the Parties concerning the subject matter of this Agreement are integrated into and contained herein.

13.22. 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. 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.

13.23. Payable Interest.

13.23.1. 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.

13.23.2. 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).

13.24. 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.

13.25. 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.

13.26. 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.

13.27. 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.

(Remainder of Page Left Intentionally 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 Niche Technology USA Limited, 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 Sara Cohen Digitally signed by Sara Cohen
Reason: Approved as to form
Location: Broward County
Attorney's Office
Date: 2025.08.19 08:16:15 -04'00'
Sara F. Cohen (Date)
Assistant County Attorney

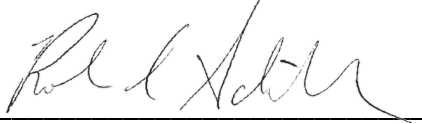
By  Digitally signed by René D. Harrod
DN: cn=René D. Harrod, ou=Broward
County Attorney's Office,
email=rharrod@broward.org, c=US
Reason: Approved as to form
Date: 2025.08.19 08:51:03 -04'00'
René D. Harrod (Date)
Chief Deputy County Attorney

SC
Niche LRMS Agreement
08/08/2025
#1179276.5

**TECHNOLOGY PRODUCTS AGREEMENT BETWEEN BROWARD COUNTY AND NICHE
TECHNOLOGY USA LIMITED FOR LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

CONTRACTOR

NICHE TECHNOLOGY USA LIMITED

By: 
Authorized Signer

Roland Schneider, Secretary/Treasurer
Print Name and Title

18th day of August, 2025

Exhibit A

Statement of Work

1. Project Description

The Broward County Office of Regional Communications and Technology Division (“ORCAT”) is procuring the Niche365 Law Records Management System (“LRMS”). The LRMS will provide a centralized repository for all data sources with easy access from any device. Regional delivery of the LRMS will provide mutual aid response units access to critical information across jurisdictional boundaries.

The LRMS software delivers cutting edge technology, resulting in increased value and utility for Broward County’s law enforcement agencies. This project will deliver critical incident information essential to the safety of law enforcement personnel, as well as provide the automated delivery of legally mandated and standardized reporting to the National Incident-Based Reporting System (“NIBRS”) and the Florida Incident-Based Reporting System (“FIBRS”). Additionally, this project will include an interface to the National Crime Information Center (“NCIC”), the Florida Crime Information Center (“FCIC”), and Broward County’s Computer Aided Dispatch (“CAD”) system. This increased value and utility will significantly benefit the Broward County community at large.

2. Services Description

As part of the project, Contractor will work with ORCAT to offer and provide implementation, configuration, and training to the following Broward County agencies (collectively, “Included Agencies”):

- Broward Sheriff’s Office (inclusive of all Districts and Detention Facilities);
- Hallandale Beach Police Department;
- Hollywood Police Department;
- Lauderhill Police Department;
- Margate Police Department;
- Sunrise Police Department;
- Sea Ranch Lakes Police Department; and
- Wilton Manors Police Department.

County will provide the Included Agencies with credentials to the System subject to the terms of this Agreement, and all Authorized Users of the Included Agencies will be included within the scope of the authorized use of the System, inclusive of all modules. County shall be responsible for initial implementation costs, including the initial Software license fee, on behalf of the Included Agencies. Beginning one (1) year after the date of Final Acceptance, Contractor shall invoice each Included Agency for the Support and Maintenance Fees applicable to that Agency, and the Included Agency shall be solely responsible for the payment of such fees. Contractor acknowledges and agrees that County shall have no liability for any late or unpaid fees on behalf of an Included Agency after the date of Final Acceptance.

Additionally, Contractor will work with ORCAT to offer and provide (as may be requested by ORCAT) licensing, implementation, and any applicable training to additional agencies, to include but not be limited by the following (collectively, “Excluded Agencies”):

- Coconut Creek Police Department;
- Coral Springs Police Department;
- Davie Police Department;
- Fort Lauderdale Police Department;
- Hillsboro Beach Police Department;
- Lighthouse Point Police Department;
- Miramar Police Department;
- Pembroke Park Police Department;
- Pembroke Pines Police Department;
- Plantation Police Department; and
- Seminole Tribe Police Department.

The Included Agencies and Excluded Agencies are individually referred to as “Agency” and collectively referred to as “Agencies” within this Agreement.

Excluded Agencies shall be solely responsible for any Software License Fees and/or Support and Maintenance Fees attributable to their Agency.

2.1 Software

The System will provide law enforcement personnel in Broward County access to the following modules:

- | | |
|--|---|
| • Initial mobile incident reporting by field officers | • Arrests, booking and pre-first appearance custody |
| • Citations and crash reporting, including DWI | • Integrated master indexes |
| • Crime reporting and case management | • Bicycle registrations and firearms license |
| • Field interviews | • Data quality/records administration |
| • Suspicious Activity Report (SAR)/Intelligence | • Use of Force reporting |
| • Missing persons | • Filing/disclosure package creation and management |
| • Task/workflow management | • Intelligent Assistant |
| • Warrants | • Searches and management reporting |
| • Property/evidence management | • Interface toolkit |
| • Role-Based Access Control (RBAC) and AccessControl List (ACL) security | |

Contractor represents that the System, Products, and Services provided under this Agreement will include, but not be limited to the above functionality.

2.1.1 NicheRMSWeb

Contractor shall deliver to County, at no additional cost, the features and functionalities identified in the Functionality Matrix, attached as Appendix 4 herein, within the timelines set forth in the Web Version Delivery Date column thereto. Contractor may request an extension of any delivery timeline (e.g., for defects or technologic impediments); however, such extension requires prior written approval by County. County's approval shall not be unreasonably withheld, but extensions may not be made solely at Contractor's discretion. The Parties acknowledge some of the features identified may be critical to County's operations and planning.

Contractor shall keep County informed of the development status of these features on a periodic basis or upon request. County may be the first Agency to go live with certain web services, and the Parties acknowledge that testing for new functionality may require additional time and resources compared to standard implementation.

2.2 NicheRMS365 Software

Contractor will provide the following Software under this Agreement:

Software Suite, Version & Module	Quantity & Type of License (e.g., Enterprise, User)	Purpose, Functionality & Expected Operation of Software
NICHERMS365 (latest version)	2,283 licenses (sworn officers)	Law enforcement records management system

2.3 Software Modules

The Software shall provide the following modules:

Name	Notes
Arrest Records	Arrest is delivered through the following: • Arrest report • External Document templates • Custom Input Reports • Tasking and Workflow Arrest information is captured in the arrest report, including complete person information, other arrest, and charge details. It is linked to one or more incident records, as well as to existing Master Index records, and is immediately available to any Authorized User working on the case. All arrest reports can be rolled into the filing/disclosure package for the prosecution and the defense. Arrest workflows can be configured to generate and assign specific tasks to ensure that an Agency's procedures are followed and documented when a person is arrested.

Name	Notes
	Arrest related documents (external document templates) can be generated and linked to the arrested person. These external document templates can be fillable MS word or PDF documents.
Bicycle Registration	Bicycle Registration is supported by the following: • External document templates • Authorized User configured custom data input reports • Authorized User configured XSLT output reports • Tasking and Workflow Reporting, fee tracking, and other accounting functions are not supported.
Career Criminal	Career criminal tracking is delivered through the following: • Master Name Index (“MNI”) The MNI record is used to track career criminal information including name, description, telephone numbers, email, and physical addresses. Person flags and cautions can also be added to identify the individual as a career criminal. This would cause the individual’s name to appear with the career criminal marker whenever/wherever they appear in the System. This is a prime example of the System’s re-use approach of existing information—there is no need to keep a separate register, module, or database.
Case Entry	Case entry is delivered through the following: • Incident • Investigative log and log entries • General and Supplementary Reports • External document templates • Custom data input reports • Tasking and Workflow Incident records are the central repository for all case information and include links to the master index records for all persons, addresses, vehicles, and property involved in the case, as well as to all reports, warrants, arrests, charges, and other related documents. The incident record also provides a complete list of officer and unit task assignments.
Case Management	Case management is delivered through the following: • Incident • Person, organization/business, address, vehicle, and property master indexes • Built-in forms • Investigation log and log entries • General and supplementary reports • External file attachments • Agency-defined data entry forms including: ○ Custom data entry forms built using NXC ○ Custom forms using Microsoft Word templates ○ Formatted Investigative log templates • Tasking and Workflow • Arrest and charge • Filing/Disclosure package • Incident <i>Modus Operandi</i> Incident records support end-to-end case management—from the initial report

Name	Notes
	through investigation processes to preparation for prosecution—for all investigation types. The structure of the incident record allows investigators to incorporate all case details within a single, searchable record. As a case progresses, users can also use the incident to generate a set of case files suitable for submission to a court system.
Case Supplemental	Case supplemental is delivered through the following: • Incident • Investigation Log and log entries • General and Supplementary Reports • External file attachments • Agency-defined data entry forms including: ○ Custom data entry forms built using NXC ○ Custom forms using Microsoft Word templates ○ Formatted Investigative log templates • Tasking and Workflow Supplemental case reports are managed by providing a separate report form that is attached to the incident record that is generated when a Guided Entry Form (“GEF”) is submitted. Both the initial incident report and all supplementary reports are attached to the same incident record.
Call for Service (“CFS”)	CFS data is collected in the CAD system. The CAD system generates an output of a reportable CAD event in XML format. Contractor’s CAD interface receives the XML file, processes it, and then creates an incident for the reportable CAD event. The CAD data is transformed into the required format as provided by Contractor and then parsed into the fields of an incident. The interface also generates a workflow task that prompts the responsible officer to go into the System and complete any follow-up reporting required. When CAD data is imported into the System, the CAD files are attached to the incident management record and remain available for viewing. These files provide the historical record of calls. The System only receives a sub-set of the event data from CAD, usually only the CAD events that require a report to be written. Non-reportable CAD data is not transferred to the System. Of the reportable CAD event data that is transferred to the System, only a portion of that data is parsed into the System fields. This is only the data that is needed to write the report. The System does not store the complete set of CFS data. Contractor shall provide an interface questionnaire and standard xml format to the County. These documents include the standard fields to be imported and permit County to document the interface specifications. Based upon County’s responses, Contractor will work with County to develop and provide an initial version of the interface and technical documentation that describes how the interface works, configuration requirements, and other technical details.
Civil Process	Civil process is delivered through the following: • Incident • Investigation log entries

Name	Notes
	• Master Name Index • External document templates • Custom data input reports • Person Dossier report entries • Tasking and Workflow The System supports protection orders, detention orders, restraints, and other civil processes as stand-alone incidents (e.g., an incident with a type of <i>Civil Process</i>) or as an element associated with other incident types (e.g., a protection order may be added to a <i>domestic violence</i> incident). Orders, restraints, and civil processes are part of the same integrated system as incident records and case management, master indexes, and other standard System data, allowing maximum re-use of existing data. Accounting reports are not offered.
Crash Reporting	Crash reporting is delivered through the following: • Collision Guided Entry Form (GEF) • Person, vehicle, address, and property master indexes • XSLT Output reports • Charge library • Standard occurrence type library • Tasking and Workflow • Business and Assistant rules The System provides collision reporting functionality using a GEF for traffic collision. The form works similarly to the citations, and Contractor will configure the form to ensure compatibility with the Agency's jurisdiction requirements. In addition to other standard details, the collision GEF is typically configured to prompt officers to record accident-specific details such as road conditions, weather conditions, locations, movement, victim details (deceased/injured), and vehicles involved. It can also be used to generate other traffic and motor-vehicle-related reports.
Crime Analysis	Crime analysis is delivered through the following: • The System provides a single, integrated, fully searchable database. • Reporting server • Searching and custom searching for both search parameters and output • XSLT output reports that are directly useful for operational police reports and crime analysis/analytical support. • Standard interface toolkit to connect to a third-party Business Intelligence tool. Data added to the System database as part of everyday operations becomes part of the Agency's integrated data repository with no additional user effort. The System includes several built-in features useful for data analysis and general analytical support. In addition to the System's built-in output reports, data can be queried and exported into other file formats for use with third-party analytical tools. System data can also be extracted from the primary database or replicated reporting database to a data warehouse and then queried using commercial BI and crime analysis tools. Use of Power BI requires a license from Microsoft, which must be purchased separately.

Name	Notes
Crime Reporting (FIBRS)	Crime Reporting is delivered through the following: • Incident • Guided Entry forms • Florida Incident Based Reporting System Incident record • National Incident Based Reporting System Incident record • Business and Assistant rules • Occurrence type library • NIBRS offence library • Charge library • Tasking and Workflow • FIBRS reporting • NIBRS reporting During data entry, the Niche Assistant and Guided Entry Forms guide the user through the report, pointing out any data elements forgotten or incorrect (including those relevant to FIBRS and NIBRS). Section by section, and field by field, the system dynamically validates the report against FIBRS and NIBRS rules. Once the officer completes the report and validation has been completed, then the report is ready for submission to a supervisor or other authority. In addition, the System also has a validation process that can be used as a compliance check once the report is complete. The System is fully compatible with standardized local, regional, state, and federal reporting requirements including NIBRS and FIBRS.
Data Analysis	Data Analysis is delivered through the following: • The System provides a single, integrated, fully searchable database. • Reporting server • Searching and custom searching for both search parameters and output • XSLT output reports that are directly useful for operational police reports and crime analysis/analytical support. • Standard interface toolkit to connect to a third-party Business Intelligence tool.
Domestic Violence Reporting	Domestic violence reporting is delivered through the following: • Incident GEF • Person, Vehicle, Address, and Property master indexes • Domestic violence input report • Tasking and Workflow • XSLT Output reports The Incident Guided Entry Form is used to capture information specific to a Domestic Violence incident.
DUI/DWI	Driving Under the Influence (“DUI”)/Driving While Intoxicated (“DWI”) is delivered through the following: • Citation and Collision GEF • Person, Vehicle, Address, and Property master indexes • Tasking and Workflow • XSLT Output reports The System provides a report based on guidelines specific to the Agency’s jurisdiction

Name	Notes
	so that users can generate the tickets, reports, and supporting documentation required by the Agency. This specifically includes the ability to perform DUI/DWI reporting.
Field Interview	Field interview is delivered through the following: • Field interview Guided entry form (GEF) • Person, Vehicle, Address, and Property master indexes • Narrative report • Tasking and Workflow The System provides field interview records that operate like incident records but have options that are designed to support reporting and management of field interviews and stop checks. GEFs for generating field interviews are launched directly from a user's Home view. These provide users with guidance and prompts specific to the type of data they are entering.
Field Reporting	Field reporting is delivered through the following: • Software running on a Windows device such as a tablet or laptop in the police vehicle. The System provides GEFs that are designed for ease of use by mobile officers. Different GEFs can be provided for different types of events. Officers can select the form they need from a drop-down list or button within the System, and the form will guide them through the data entry process.
Gang Tracking	Gang tracking is delivered through the following: • Master Name Index ("MNI") • Criminal Organization Master Index • Person Caution or Flags • Task and workflow The MNI record is used to track gang members. The Criminal Organization Master Index is used to track the gangs, and the members are linked to the criminal organization. Person flags and cautions can also be added to identify the individual as a gang member. This would cause the individual's name to appear with the career criminal marker whenever/wherever they appear in the System. This is a prime example of the System's re-use approach of existing information—there is no need to keep a separate register, module, or database. The System includes master index records for criminal organizations such as gangs and other organized criminal groups. Each criminal organization records membership by providing links to the master index person records of known members and associates.
Impounded Vehicle	Impounded Vehicle is delivered through the following: • Incident • Vehicle Master Index. • Vehicle Impound report • Out of the box XSLT Output report Master index vehicle records include property control functions that allow an impounded vehicle to be tagged with a police ID number and checked into a police department impound location.

Name	Notes
	The property control functions ensure close ongoing tracking of any item or vehicle—from its initial addition to the System by a field officer, through to final disposal. Property control functions can be applied to any item or vehicle, including vehicles stolen, recovered, seized, towed from an accident, or gathered as evidence. This means that vehicles can be closely tracked, including being tagged, added to a storage location (e.g., a spot in an impound yard), checked out, checked in, moved, disposed of with full chain of custody possible.
Investigations	Investigations are delivered through the following: • Incident - The incident record is a central hub for all information related to an investigation. • Related master index data is linked to the incident and re-used via linking (rather than by re-typing or copying). This includes entering and tracking evidence and forensic submissions. • Flags and notifications provide further useful functionality. • Related reports—both internal and external—are attached to the incident record. • The System provides built-in reports, such as supplementary reports, witness statements, victim reports and interviews, and supports Agency-specific forms. • Warrants, arrests, and charges are also recorded and linked to persons involved in the case. • Investigators can add full MO information. This information is searchable. • External files can be linked to the investigation. This includes scanned material, as well as Word, Excel, and other standard formats. • Investigation activities are recorded and tracked using investigation logs attached to the incident. • Incident-related tasks prompt investigators or units to perform case work, such as adding more reports, cataloging, and processing evidence, checking criminal records, checking and updating state and national databases, or performing statistical reporting. • Once investigative work is complete or has reached a point where the case needs to be prepared for prosecution, all case details from the incident record are rolled into a filing/disclosure package that can be distributed electronically.
License and Permits	Licensing and Permitting is supported by the following: • External document templates • Agency configured custom data input reports • Agency configured XSLT output reports • Tasking and Workflow Reporting, fee tracking, and other accounting functions, such as processing payments and tracking pricing are not supported.
Lineup/Mug Shot	Lineup/Mug Shot is delivered through the following: • Incident • Master Name Index • Person photo lineup report for creation of the lineup • Witness viewing sessions

Name	Notes
	• A standard XSLT output report the Agency can customize. A person record can include multiple digital photos and detailed physical descriptions. The System provides a digital solution for showing witnesses an album of photographs where the offender/suspect is unknown, using the data held in the System to make detailed person searches. This photo lineup feature allows users to search the System for existing person photos and select photos for an image album to be shown to a witness.
Master Location Index	Master location index is delivered through the following: • Address records describe a physical location. • Address records are linked to all other System record types. • Each link uses standard classifications (e.g., Crime scene, or Dispatch address) to show how they are involved. • System maintains key location information suitable for address validation, mapping, and designating agency-defined reporting areas. • The Niche Address Verification (NAV) function is loaded with the data from County's GIS/mapping tool, which validates addresses as they are entered. This makes it possible to identify incidents based on a geographical area. • Location related cautions and flags can be captured on the Master Location record. • County provides the GIS data; Contractor provides the loading scripts; County loads and maintains the GIS content.
Master Name Index	Master Name Index is delivered through the following: ○ Within a person record, a user can store the following: • Multiple local and state and federal identification numbers (criminal and non-criminal). • All aliases and alternate names. • Links to multiple associated addresses, other persons, gangs, businesses, vehicles, and property items. • Multiple arrest records and charges. • Multiple incident/case involvements. • Multiple digital photos and detailed physical descriptions. • Multiple cautions, flags, descriptions, digital photos, and other physical identifiers such as scars, marks, and tattoos. • Users are able to search in the System based on scars, marks, and tattoos. • Person dossier feature that maintains a running set of log entries related to police contact with a specific individual. • Links to incidents, arrests, charges, tickets, collisions, intelligence/field interviews (including person searches), criminal associates, addresses, telephone/email information, vehicles and property, and to person-specific reports.
Master Vehicle Index	Master Vehicle is delivered through the following: ○ Vehicle Record, which stores: • Information for all types of vehicles (make, model, year, color, VIN, etc.). • System has multiple vehicle sub-categories. Each provides data fields suitable for a specific type of vehicle (e.g., Vehicle, Watercraft, License plate, or Aircraft).

Name	Notes
	Vehicle records include photos and can be linked to all other System record types. The same property management features available for property records also apply to vehicle records.
Narcotics/Confidential Informant	Narcotics/Confidential Informant (CI) is delivered through the following: - CI/intelligence sources are stored as master index person records in the System. However, information in the person record pertaining to an individual's status as a CI is only visible to users with the correct role and Access Control List (ACL) authorizations. - When linked to an intelligence record as a CI, the person's involvement and status is securely protected using ACLs. If users look this person up in the database, they will find the person record and can open it, but none of the sensitive information will appear. There will be no indication that this person has any connection with any incident or intelligence record as a CI. Only users who have the correct role and ACL permissions will see the confidential information on this person.
Orders of Protection	Orders of Protection is supported by the following: - External document templates - Agency configured custom data input reports - Agency configured XSLT output reports - Tasking and Workflow
Personnel and Training	Personnel and Training is delivered through the following: - System can interface with a Personnel or Human Resources ("HR") application, and employees are managed using a combination of the System and the HR application. Upon request, Contractor will supply, at no additional cost to County, an interface that can be configured by the Agency for this purpose. - All personnel are recorded using the standard police employee and unit records. However, the main use for employee records is for incident reporting and supervisory functions. - Employee records can record the employee's specialized skills, certifications, and training. This information is readily available and searchable—so that a search may be performed to identify employees with certifications or skill sets (e.g., to find officers with fluency in a particular language or SCUBA certifications). - The System does not replace a full Learning Management System ("LMS").
Property Management	Property management features allow users to create, link and track property and vehicle records that are involved in, or related to, incidents, field interviews, etc. Basic property management functions - Using property control features for: - Barcoding property and vehicles with a barcode ID (for scanning) - Checking property and vehicles in and out of a storage location - Tracking where items are being stored - Moving items to different storage locations - Disposing items that no longer need to be stored - Performing bulk property control transactions - Containing and tracking property items that are being contained in boxes, pallets, bags, etc. - Taking samples of property items for testing

Name	Notes
	Advanced property management functions • A special property management mode that provides additional features for users whose primary job roles involve management and inventory of property and evidence. • Use of a <i>Scratch pad</i> • Printing and scanning barcodes for property control • Working with property and vehicle records in an incident GEF • Configuring the System property management for each Agency Property Management Barcoding is delivered through the following: • Property Management • Authorized User configured XSLT Output reports Within the property management module, the System supports the printing of barcode labels and scanning of the barcodes. Authorized Users can generate barcode labels for property items and storage locations. Any physical object that can be assigned a unique identifier is a candidate for bar coding, including all physical samples and evidence bags. When an item of property is added to storage and a property number is generated, the user can print a property barcode. Once the property item is barcoded, all property management transactions can be carried out by scanning the barcode, including all check-out, check-in, and move transactions. Barcodes are also used by officers performing inventory checks. Note that even when items are contained within another item, they can each be encoded with their own specific barcode. Contractor does not provide the barcode printer or scanner but can advise on appropriate devices. Standard selected scanning devices are supported—both wired and wireless. The System’s fully integrated property management module enables end- to-end processing of property items or vehicles with a detailed audit trail of every item brought into police possession.
Property Processing	Property processing is delivered through the following: • Master Name Index • Property and Vehicle Master index • Address Master Index • Property Management • Agency configured XSLT output reports for property barcodes, reports, and receipts • Tasking and Workflow • Storage locations • System Searching Property processing is an integrated property management feature for all master index property and vehicle records. Persons and addresses can be linked to property items.

Name	Notes
Pursuits	This functionality is managed using a report form attached to the Incident record for the incident during which the pursuit occurred.
Sex Offender	The person record can be used to track sex offender information including name, description, telephone numbers, email, and physical addresses. Person flags and cautions can also be added to identify the person as a sex offender. This would cause the person's name to appear with a Sex Offender marker whenever/wherever they appear in the System.
Tickets and Citations	The System provides ticket and citation reporting (including DWI) using a GEF for a citation. The GEF will be configured to support the Vehicle and Traffic Laws of the Agency's jurisdiction so that the Agency can generate the tickets, reports, and supporting documentation required by the Agency. Officers enter ticket data directly into the GEF and issue a printed ticket. The GEF generates an incident record in the database where it can be viewed by other users. All work is supported by workflows configured to match Agency workflows.
Towing	The System has a tow report that can be added for any incident or other event where a vehicle has been towed. The report is linked to both the incident record and the vehicle record for the towed vehicle.
Use of Force	The System has a use of force report that will be configured to support the requirements of the County. A task to add this form can be triggered via business rules at any point in an investigation or arrest process where a user indicates that a restraint or other force has been used. System records and manages all use of force details via the MNI person record for the person restrained, which is linked to the incident record for an investigation. Data from the linked incident record is also available for the use of force form. This allows various elements of an investigation to be automatically included, such as incident type and specific details associated with the use of force.
Wants and Warrants	Warrant information can be created inside the System or imported from an outside source via the warrants interface stated in Section 6. Once the warrant exists in the System, the System has a variety of features that can be used to manage the warrant. For example, flags on the MNI person record and workflow prompts for warrant- related activity.

The System provides a Universal app, which is installed on mobile and desktop devices and is the primary System UI for mobile devices and desktop workstations. Its UI reconfigures itself based on the user device display size, touchscreen capability, physical or onscreen keyboard, etc. This is part of Contractor's train once, use anywhere approach; users get a familiar look and feel whether they are using the System from a mobile device or full desktop workstation.

Contractor will also supply specialized applications, such as a Bulk Document Loader for loading large numbers of scanned or faxed documents or PDFs, into the System, and attaching them to database records.

2.4 System Components

2.4.1 Analytics

The System provides a single, integrated, fully searchable database with output reports that are useful for operational police reports and crime analysis/analytical support. The System comes with 400+ standard output reports that will be made available to the County/Agency and can be used as is or updated to meet any Agency's specific requirements.

2.4.2 Summary of reporting features:

- System output reports are defined in standard reporting languages. These reports, containing sets of data, are useful for crime analysis/analytical support, with no further processing required.
- Reports can be configured to generate a variety of formats, but normally produce HTML, which is displayed to the user in a web browser. The HTML can include hyperlinks that navigate back to data in the System, making these reports interactive. Reports can also be saved to other common file formats (e.g., .pdf and .xlsx).
- Users can generate reports interactively by selecting report options from a menu.
- Generated reports can be previewed electronically, printed, or emailed. They can also be exported to a file format suitable for import into a third-party analytical software package.
- Reports are created and added to the System by Contractor prior to Go-live. However, Agency personnel can add, update, and end-date these reports at any time before or after Go-live. During the System Administrator training, Contractor will provide documentation and training that allows County and Agency personnel to become self-sufficient in adding and maintaining output report templates.
- Because the System holds CAD and System data in a single, integrated database, complex queries and reports can be used to meet many types of investigative or analytical requirements.
- Automation is provided by the Report Runner utility, which is included with the System and is used to schedule standard reports to run at predetermined dates and times (e.g., daily or weekly). Reports produced by the Report Runner can be automatically emailed to a predefined email list.

2.5 Organization of Data in the System

The System uses an object-oriented data model based on Yourdon-Coad methodology. Key features of the architecture include:

- The object-oriented application data model is described by the Metadata Language (NML), which controls both client applications and the Niche Data Server ("NDS") application server.

- All application logic deals with the object-oriented application data model, which is automatically mapped into a database-level relational data model by NDS.
- Clients (LRMS Universal app, LRMS Desktop app, Interfaces, etc.) interact with NDS using the System SQL. This language is like standard SQL but differs in many significant ways (further documentation available on request).
- The NDS middleware submits database-level SQL queries to the backend relational database to retrieve and modify data required to satisfy both client and internal requests.
- NDS enforces business rules, data integrity checks and data security.

2.5.1 Data storage and organization (database)

The System relies on a Microsoft relational database server (MS SQL) for data storage and retrieval. The database server can be installed in a failover cluster and/or with a remote disaster recovery site. Multiple databases (typically on separate servers) can be installed for reporting, archiving and audit log analysis. These additional servers help to reduce the load on the primary server, which is particularly important in large installations.

Direct access to the backend database is limited to data extracts and some complex analytical reports. Some Contractor-supplied data import processes (e.g., import of address verification data) also operate directly on the backend database.

2.6 Business logic and security—Niche365 Data Server

The NDS is the core of the System and provides the following:

- Manages all front-end communication with end-user apps and interfaces.
- Enforces security and business rules.
- Executes business logic.
- Communicates with the backend database.

2.7 Access and Data Requests

2.7.1 Access

All end-user apps (e.g., LRMS Universal app, specialty clients, custom front ends) must access the System through NDS, ensuring that security, logging, and business logic are uniformly enforced.

2.7.2 Data Requests

Similarly, external system interfaces must also access data through NDS, either via the Simple Object Access Protocol (“SOAP”) based System web service or directly using a Contractor-supplied API. Because all apps and interfaces use the same mechanism to access data through NDS, all application services available to users through an end-user app are also available to interfaces, web service clients, or any other interfaced application.

NDS processes requests from applications and makes the necessary calls to the database to satisfy them. It then returns data, updates the database, or performs other operations as required. Because NDS handles all requests from applications and interfaces, security and business rules are applied uniformly no matter the source of the request. NDS produces audit logs that track all client and interface activity. Some client requests cause NDS to use external system interfaces to exchange data with other systems.

NDS is usually installed on a set of load-balanced servers, providing load distribution and redundancy. Load balancing can be provided either by network appliances or Windows Network Load Balancing (NLB).

The entire System (clients, NDS, and database) is defined, configured, and controlled by the metadata, which contains the System data model augmented with information used to control behavior of the different parts of the System. The metadata is also used to configure the System to suit the needs of different police agencies.

3. IMPLEMENTATION SERVICES

3.1 Implementation Services

Contractor will provide the following implementation services:

- Contractor will provide implementation services for the following environments: production, disaster recovery, test, and training.
- Contractor will be responsible for on-site discovery business process mapping and analysis to include inventory of forms and outputs.
- Contractor will be responsible for business process review requirements discovery and documentation.
- Contractor will develop and document prototype of future state and business process design, based on analysis of current state, utilizing product knowledge and policing industry expertise.
- Contractor will provide document outlining any known gaps based on County current state processes and requirements.
- Contractor will perform Contractor-managed application configuration Services (described in Section 4.1) according to County/Agency requirements, as determined by the business operational process and project requirements.
- Contractor will complete initial County-managed application configuration (described in Section 4.2) and will train and assist County/Agency in performing additional configuration for production readiness. This work will be performed by Contractor both onsite and remotely.
- Contractor will develop and deliver interfaces as described in Section 6 below.
- Contractor will support interface development by County/Agency, if any.
- Contractor will deliver training, on site and/or remotely, as described in Section 5 below.

- Contractor will provide recommendations and guidance to County personnel (knowledge transfer) throughout the project implementation phases and continuing throughout the maintenance and support period. This will include remote and/or on-site work.
- Contractor will provide server setup support. This is support with on-premises server set up and optimization, including Business Continuity Management and Disaster Recovery Planning (DRP) and validation.
- Contractor will install and configure Software on County servers (working both onsite and remotely).
- Contractor will perform server analysis and provide recommendations for optimization.
- Contractor will support County/Agency to assess, document, and manage security requirements for the System.
- Contractor will assist County with implementing Microsoft 365 on the System to support Active Directory requirements.
- Contractor will manage all identified Contractor responsibilities during the project and will participate and support County-managed/Agency-managed responsibilities.
- Contractor will provide assistance with organizational change management (e.g., processes that need to be changed or implemented because of a System update or program implementation).
- Contractor will perform Factory Acceptance Testing prior to release of Software to County.
- Contractor will provide assistance with the project's quality assurance approach.
- Contractor will deliver deposits in Broward County Escrow accounts, if required.

3.2 Out of Scope Services

Activities described below are the responsibility of County.

- County will install all required hardware. County will procure, install, configure, manage, and support the Microsoft operating system and database software.
- County will procure, install, configure, manage, and support any peripheral hardware and associated software.
- County will be responsible for activities required to provide, maintain, secure, and support the user hardware and software workplace environments (desktop, laptop, mobile device) needed to access, deploy, and apply the System.
- County will be responsible for activities required for providing, maintaining, securing, scheduling, backup, recovering, and supporting the County's computing environments.
- County will be responsible for activities required for providing, maintaining, securing, and supporting the wide-area network (WAN) connectivity for County, all the County locations' Local-Area Network (LAN) connectivity, and the County IP telephony connectivity, including all connectivity hardware and software.

- County will be responsible for performing User Acceptance Testing (UAT) within the agreed upon timeline.
- County will create and/or document test scripts/scenarios and make these available to Contractor to ensure they align with the requirements identified by County.
- County will provide test data for UAT and other testing.
- County will provide County-side project management, including County specific risk management.
- County will manage all System security requirements.
- County will enable Contractor to engage with subject matter experts (SME) for current and future state business process mapping and analysis.
- To the extent possible, County will provide examples of documentation including any forms and reports, such as arrest reports, incident reports and statistical reporting etc.
- County will share with Contractor how System data is shared and maintained, how System decisions will be made, how the System will be administered, etc.
- County will identify and assign a core project team and SMEs that are representative of the scope of the implementation and the Agencies involved in the implementation.
- County will establish a working group or committee responsible for making System decisions, which include operational resources, both uniform and civilian who have the authority to make business process decisions.
- County will be responsible for identification, communication, and management of the project stakeholders.
- County will develop end-user training materials, which should incorporate County policies and procedures. To the extent possible, Contractor will arrange access to training materials developed by other customers of Contractor to assist with training material development, and Contractor's user manuals can be used and incorporated in County's materials.
- County will provide Broward County GIS data to Contractor for upload purposes.
- For any interfaces to be provided or developed by Contractor, County will:
 - Provide the specifications required by Contractor to develop the interface.
 - Provide access to the interfaced systems or test systems for interface specification, development, and testing.
 - Facilitate communication between County, Contractor, and third-party vendors interfacing to the System.
 - Acquire any permission and licenses required to access the interfaced system.
 - Perform technical and interface UAT.

4. CONFIGURATION RESPONSIBILITIES

4.1 Contractor-managed Configuration

Contractor will perform jurisdictional localization. This involves:

- Broad selection of enabled functionality and parameterization of the System to behave in a way appropriate for the jurisdiction and County or Agency, as applicable.
- Proper setup of Agency Domains, adding Agency names and logos in contracted reports and configuring the Software to meet the specific requirements of Florida and County regulations.
- Contractor will configure the Software to use and display County-designated terminology (e.g., form fields, label, etc.)
- Set up of Agency's crest and application name in the System.
- Contractor will create pick lists (choice lists) that are updated during implementation via a picklist spreadsheet. These pick lists are submitted during development cycles that allow for additions and changes. Examples are eye color and CAD call codes. This is completed as part of the initial phase of implementation but may also occur during later phases.
- Contractor will configure the name and format of the main person ID number. Examples are badge and employee number.
- Contractor will configure CAD interface rules during the CAD interface build. This configuration usually goes through a few iterations during the implementation project phase and in early System use as the CAD to RMS workflow is improved.
- Contractor will configure visibility of the fields in the System based on State of Florida requirements.
- Contractor will configure visibility of entire records.
- Contractor will configure and maintain business rules. These will reflect current but also changes in law enforcement procedures and data requirements and therefore whilst they are completed during initial phases, business rules are also maintained throughout the support phase.
- Contractor will work with County and/or the applicable Agency to create and update the guided entry UIs.
- Contractor will configure the output reports (xslt reports), external document templates, and data window definitions.

4.2 County/Agency-managed Configuration

After training by Contractor and with assistance from Contractor, County System Administrators and/or Agency System Administrators will be able to perform some System configuration to meet County requirements. County-managed configurations will be stored in the System database. County/Agencies shall be responsible for the following:

- County will prepare and configure the organizational structure, unit structure, and employee files in the System. The organizational structure is a hierarchical tree and is heavily used internally for workflow and security. Changes to County organizational structure and reporting hierarchies must be maintained and all users of the System must be assigned to their place in the organization.
- County will configure Niche Access Control (NAC) roles and Access Control Lists (ACLs). The System provides a set of roles and ACLs derived from other similar police agencies' security

configurations. “User roles” (the ones that are assigned to users) are hierarchically composed of “component roles.” County/Agency can create or modify user roles or component roles, as required. Examples of roles would include front line officer roles for data entry, supervisor roles that allow for task approvals, and records roles that allow for merging of records.

- County will assign user IDs and passwords, or association of users to external authentication systems (e.g., a PKI or Windows/Kerberos). Assignment of security roles and ACLs to users is also managed by County/Agency.
- County will configure incident types and associated retention rules.
- County will provide shape files to Contractor to enable System address validation (NAV) data. These files include information about point/street addresses, intersections, etc., as well as the corresponding force boundaries/beats/etc. Contractor will work with County to map the shape data to the System’s address/location data model. Contractor will then implement the mapping/transformation of that shape data, which is then loaded into the System’s data model. The System server can then perform address verification tasks using the County-supplied data. Any changes to the shape file structure or its fundamental content need to be communicated by County to Contractor for ongoing maintenance of the transform and load process.
- County will create the case file assembly templates. These templates define the structure and generation of prosecution disclosure packages and other similar extracts/collections of data from the System.
- County will configure and modify the standard tasks and workflows (workflow nodes). Tasks and workflow are used to automate processes.
- County will create and upload the list of property storage locations to the System. County will also update this list, as required.
- County will identify charge tables and wordings in a “builder spreadsheet” provided by Contractor. Contractor will provide a charge loader spreadsheet that will be configured based on the County/Agency requirements and will populate the data to match County/Agency requirements, including the mapping of NIBRS/FIBRS classifications and other related information.
- County will control and configure System parameters that are used to control field formats, default field values, and System behavior.
- County will create investigative log templates which are uploaded to the system. These templates present the user with pre-formatted text templates.
- County will create any additional external document templates and data window definitions and upload these to the System. These templates are configured to present the user with County/Agency specific data windows and Microsoft Word document templates.
- County will configure any custom searches that are required. Searches present the user with custom search windows for specific business processes.
- County will configure and upload any additional XSLT output reports that are required. The System provides an output reports library, which contains 400+ reports.

5. TRAINING

Contractor shall provide training as follows:

- Targeted Contractor-delivered training for specialized functions (e.g., System administrators and technical support personnel for general systems administration and operations, supervisors, management and select staff for application operations, data entry, and data maintenance). This will provide the required functional and configuration knowledge to perform County configuration responsibilities.
- Targeted successful Contractor-delivered train the trainer training on the System. This training is aimed at providing knowledge to County/Agency trainers who can then customize the training materials and provide agency specific training courses and support materials to their end users.
- Knowledge Transfer - Ongoing knowledge transfer is provided throughout project implementation and continues throughout the maintenance and support period. Ongoing knowledge transfer will occur as a matter of course as the County/Agency project team meets with the Contractor project team on remote team calls and during onsite visits. This is an informal exchange of information above and beyond the training set out below.

The Parties will determine the training dates during Phase I. At the completion of training, users should be capable of operating the System at a level that allows them to confidently use the System to effectively perform their job functions. See below for training details and descriptions:

Training topic	Audience	# of students	# of instructors	# of sessions	Total # of students trained	# of days	# of hours	Total training hours for each student	Notes
Initial Application Training (Business fit): 5 days, 2 trainers, 20 student max for each session	Project Team	20	2	2	40	5	8	40	This training is typically completed over 2 (5 day) weeks, Monday-Friday.
System Administrator Training: 4 days, 2 Niche trainers, 15 student max for each session	Agency System Admins	15	2	2	30	4	8	32	This training can be completed in person over 2 (4 day) weeks, Monday-Thursday or Tuesday-Friday. These two sessions cannot overlap. Pre-requisite is to complete Initial Application Training.

Training topic	Audience	# of students	# of instructors	# of sessions	Total # of students trained	# of days	# of hours	Total training hours for each student	Notes
Train-the-Trainer Training: 4 days, 2 trainers, 20 student max for each session	Agency Trainers	20	2	4	80	4	8	32	This training can be completed over 4 (4day) weeks. If needed, this training could be held during evenings and/ or over the weekend. The four sessions cannot overlap.
Train-the-Trainer Training Onsite Assistance - 1 Niche Person onsite for 4 days to support BSCO trainers who then are training the remaining trainers	N/A - This is support of trainers being trained	N/A	1	1	N/A	4	8	N/A	This is in support of the trainers being trained. This can be evening and or weekend sessions over a 4-day period.
Train-the-Trainer Training Remote support - 1 Niche Person attending train the trainer training virtually for 4 days to support trainers who then are training the remaining trainers	N/A - This is support of trainers being trained	N/A	1	1	N/A	4	8	N/A	This is in support of the trainers being trained. This can be evening and or weekend sessions over a 4-day period. Niche would need a link to a virtual meeting to provide remote support.

5.1 Stage one: Initial System Training

Each on-site session will consist of one week (5 days) of 8-hour training for up to 20 students, as determined by County, delivered by 2 trainers. Sessions are typically held Monday through Friday and only one session is held per day.

Contractor will provide initial System training early in the project. The objective is to provide the project team with a thorough understanding of existing System functionality. This training will provide the County project team with System knowledge needed to use the initial version of the System and make business process and System configuration decisions. County/Agency trainers are encouraged to be involved at this stage so that they are well informed and able to begin to plan training for end users.

The Training curriculum includes real life scenarios that students complete. Once the student completes the training scenario, System records are reviewed by the instructor to ensure comprehension.

After this initial training, County project team can begin to visualize, understand, and document how the System will operate within Broward County, and consider what changes will need to be made to existing business processes. Once County/Agency project team has completed business process analysis, new processes are documented and become the foundation for creating Agency-specific training materials.

An outline of the Initial System Training is provided in Appendix 1.

5.2 Stage Two: System Administrator training

In the second stage, which occurs during Phase II – Project Team Training and Business Process Analysis, Contractor will provide System Administrator training to the County project team and Agency System Administrators during the business process analysis/gap fit part of the project. See Appendix 1-3 for descriptions.

Each session can last 4 (8 hour) days, as determined by County. Two trainers will deliver this training up to 15 students, as determined by County, during each session.

This training will be provided onsite (requires a high-speed remote connection to training site).

5.3 Stage Three: Train-the-trainer for County/Agency trainers

Contractor will deliver eight (8) Train the Trainer sessions to County/Agency trainers. Each 4-day (8 hour) session will accommodate up to 20 students, as determined by County. If requested by County, Contractor can run more than one session a day; however, this must be identified at project kick-off for resource planning purposes. NOTE: Contractor trainers will train on System use. Any Agency process, procedure, or policy training must be conducted by the Agency.

Train-the Trainer sessions will only be performed after successful Final Acceptance Testing. County will have access to the Documentation and Learning Center upon issuance of the Notice to Proceed for the project and will be able to access the standard training materials immediately. Contractor provides standard end user training materials, base material for development of further training materials, and sample training material from other Contractor projects. These include classroom materials for project team training, as well as system administration and technical manuals. From this material, County can create customized end user classroom training material.

A representative list of training materials is provided below:

 Name ▾	
 01.01 NicheRMS User - Basic Skills US.docx	
 01.02 NicheRMS User - Incidents and Field Interviews US.docx	
 01.03 NicheRMS User - Master Index Records US.docx	
 01.04 NicheRMS User - Tasks and Workflows US.docx	
 01.05 NicheRMS User - Searches US.docx	
 01.06 NicheRMS User - Filing Packages US.docx	
 01.08 NicheRMS User - Property Management US.docx	
 01.09 NicheRMS User - Guided Entry Forms (GEFs) US.docx	
 01.10 NicheRMS User - Audit Logs US.docx	
 01.14 NicheRMS User - Reports US.docx	
 01.15 NicheRMS User - Flags and Cautions US.docx	

As further support to the County trainers, one member of Contractor's project team will be available on-site to support County trainers as they cascade the training to a further 160 trainers. As a final measure, Contractor will provide a staff member to be available, as needed and/or agreed upon by the Parties in the training plan, as remote support for County trainers.

Contractor shall provide County a copy of all training materials no later than forty-five (45) business days prior to the commencement of training.

6. INTERFACES

6.1 Contractor Developed Interfaces

Contractor shall provide and maintain for the duration of the Agreement the following interfaces:

Broward County-specified interfaces and integrations	Data Flow	License Type	Summary description
CAD – Motorola Premier 1	Uni-Directional	Enterprise	Motorola Premiere1 CAD data sent to the Niche DB.
Personnel	Uni-Directional	Enterprise	Personnel system to provide up to date Personnel data from agency staffing solution.

Broward County-specified interfaces and integrations	Data Flow	License Type	Summary description
Axon Evidence.com	Uni-Directional	Enterprise	Connection to storage system of record for evidence (Evidence.com) to view digital records of evidence.
LinX	Uni-Directional	Enterprise	Connection to the Law Enforcement Information Exchange network for extra-agency data gathering.
Microsoft Active Directory/ADFS/SSO/Oauth2	Bi-Directional	Enterprise	Authentication system allowing access to the Niche365 system with authenticated credentials.
National Incident-Based Reporting System (NIBRS) / Florida Incident-Based Reporting System (FIBRS)	Bi-Directional	Enterprise	On-demand transmission of incident to the National as well as Florida incident reporting system.
Generic Web Service API	Uni-Directional	Enterprise	Standard set of end-points and data schema available to 3 rd party applications.
Lexis Nexis	Uni-Directional	Enterprise	Connection to the Lexis/Nexis data for Community Crime mapping services
Plugin to Broward historical Database	Uni-Directional	Enterprise	Launch Broward-provided application or Website to simultaneously search and display Broward data warehouse when searching NicheRMS.
FCIC/NCIC	Bi-Directional	Enterprise	Connection to the National as well as Florida Crime Information Centers providing information on properties, vehicles, persons and more. This interface is being provided by Contractor's Subcontractor, Datamaxx.

Broward County-specified interfaces and integrations	Data Flow	License Type	Summary description
Warrants	Bi-Directional	Enterprise	Connection to the BSO Warrants server providing a flag indicator within the system a person has or does not have an outstanding warrant. This interface is being provided by Contractor's Subcontractor, Datamaxx.
e-citation	Unidirectional	Enterprise	Nightly SFTP transmission of TCATS formatted citations as well as a JPG image of citations issued to FLHSMV and/or Clerk of Courts.
Crash Reports	Unidirectional	Enterprise	Nightly SFTP transmission of crash reports as well as the ability to add blocks of FDLE provided crash report numbers and flag crash reports for resubmission post correction.

For each interface to be developed by Contractor, the following steps shall be completed:

1. Design the interface:

- If a third party is involved in the interface, County initiates and manages the relationship between Contractor, County, and the third party.
- Contractor and any private third party (i.e., any entity not subject to Chapter 119, Florida Statutes) must have a signed non-disclosure agreement ("NDA") prior to commencing work or meetings. Contractor shall be solely responsible for communicating with the third party and ensuring that the third party executes the NDA.
- If necessary, interface materials are provided by the third party.
- The interface requirements are determined and documented by Contractor and County and may be dependent upon business processes being finalized and System and database configurations being completed.
- Contractor will complete the mapping between the two systems (i.e., the System and the third-party interface). This is a Contractor responsibility with assistance from County.
- The interface specification is written by County with support from Contractor and accepted and signed off by County and Contractor.

2. Develop the interface:
 - Contractor develops the interface for delivery to County.
 - County provides test data, access to a test system, and facilitates access to the third-party system.
3. Test and accept the interface:
 - Contractor delivers the interface.
 - County tests the interface and documents any issues.
 - Contractor fixes any reported issues. County reruns testing.
 - This is an iterative process that may require multiple rounds.
 - Once completed, the interface is accepted by County and acceptance is formally documented.

7. Project Phases

The project will be implemented in the following phases. The phases listed below are not sequential; therefore, phases may run concurrently with other phases. The “Expected Duration” shown below commence upon County’s issuance of the NTP, unless otherwise stated below.

Task Name	Description	Expected Duration
PHASE I— PROJECT INITIATION AND PLANNING	Within 14 days after the County’s issuance of the Notice to Proceed, Contractor and County review the details of the project and make clarifications where necessary. The two teams will review, at a minimum: 1. Statement of Work, inclusive of deliverables and milestones 2. Project Schedule 3. Project Completion Deadline 4. Project team structure for both the Agency and County 5. Project administration, communication, and reporting procedures 6. System Knowledge Base 7. Perform the kick-off meeting 8. Host a test/familiarization environment for County At this stage, the two teams review all requirements, and changes may be made to the project level documentation. Contractor Project Manager shall develop and maintain a detailed project schedule in Microsoft Project. Collectively, Contractor Project Manager and County Project Manager will develop project plans (staffing, communications, change management and risk management) based on best practices and local requirements. On-site time for the Contractor team is coordinated at this stage for the project. There is also a technical review to ensure that County and Contractor arrive at a mutual understanding of the System and the items being supplied by the Parties. The goal for both teams is to have a complete and detailed understanding of what needs to happen to	60 days

Task Name	Description	Expected Duration
	ensure project success. The following documents are managed by Contractor as part of the initiation and planning stage. Many of these are live documents and will have ongoing updates through the implementation project. These documents are managed by Contractor, with input from County. 1) Project management and project communications plan 2) Contractor project team organization chart 3) System design 4) Project schedule in Microsoft Project 5) Risk register and risk mitigation strategy 6) Project team structure for the County, Agency, and Contractor 7) Project administration, communication, and reporting procedures 8) System Knowledge Base 9) Risk Assessment and Management Plan 10) Application Configuration / Customizations Specifications 11) Current state documentation and validation, business flows 12) Future state documentation, business process reengineering 13) Action Register 14) Monthly status reports, executive status briefings, 15) Knowledge transfer/training plan – draft, 16) Draft test strategy document.	
PHASE II – PROJECT TEAM TRAINING AND BUSINESS PROCESS ANALYSIS	Contractor will conduct onsite business process mapping to establish baseline requirements for the initial System build. Contractor will familiarize ORCAT with the System and document initial System configurations. Contractor will install and configure a base version of the System. This first System installation is used for training and rapid prototyping and typically becomes the development environment at the end of the project. Once the System environment is set up, Contractor will provide onsite classroom training. This initial System training covers System functionality end-to-end, including the most common workflows and business processes. By the end of the training, Contractor will have identified how most operational areas will be handled and which areas will require additional, in-depth work sessions. After the initial System training, Contractor will schedule and lead a series of work sessions that cover each functional area in more detail to review and finalize System configurations. During this time, in collaboration with County, Contractor will develop a training and rollout plan for end users, that fits the County/Agency’s organizational style and capacity. System Administrator training will also occur during this phase to provide Agency System Administrators with the knowledge and resources to maintain the system, templates, users etc. During this phase, Contractor will prepare a revised project	4 - 6 months

Task Name	Description	Expected Duration
	implementation plan and a schedule that documents all details necessary to continue Phase III of the project, Application Configuration. The revised project plan will also highlight any outstanding decisions, risks or issues identified during this phase, and detail how they will be addressed.	
PHASE III— APPLICATION CONFIGURATION (CONCURRENT TO PHASE II)	Contractor delivers iterations of the configured System based on the results of the business process analysis performed in Phase II. There are many configurable options, some of which are configured by Contractor in response to County/Agency requirements; others can be set up and maintained by County/Agency. These configuration options will be discussed and documented by Contractor as part of the implementation of the County Multi-Agency Hosted (MAH) environment. Contractor will also provide a MAH guide to assist the County/ Agency in making decisions related to the configuration. Contractor-managed configuration is outlined in Section 4 above. Contractor provides training to County on the configuration options County can manage. Descriptions of role responsibilities are provided in Appendix 2 to assist in determining which personnel should attend specific training and would be sufficiently skilled to perform the County-managed configuration responsibilities. This phase continues with other software deliverables (e.g., third-party software) until the complete System is in place. Contractor shall support County in preparing a detailed Test Strategy document (i.e., a document providing a high-level overview of testing, including UAT and ATP), including unit, integration, and performance tests. Contractor shall complete successful installation of Software in the development environment with the support and assistance of County. A description of installation support services and Contractor responsibilities is provided in Appendix 3.	9 months
PHASE IV HARDWARE CONFIGURATION	Contractor will Install Contractor-configured version of System on County provided hardware and software. A description of Installation Support Services and Contractor responsibilities is provided in Appendix 3. Interface development is described in Section 6, including a table identifying the list of agreed upon interfaces for Contractor development and those interfaces to be developed by County (i.e., Web API).	To be determined as part of Implementation Planning
PHASE V— CUTOVER PREPARATION	Cutover planning occurs in this phase. This includes: - Contractor will create a detailed cutover implementation schedule and plan. This plan must be approved in writing by County. County must assess its own business needs and workflow and select an implementation style that will work best for County. - Preparing end user training material - Contractor to provide standard training materials to	No less than 30 days prior to Go-live

Task Name	Description	Expected Duration
	County who can edit/customize as needed. • Contractor to provide guidance to County in crafting training material for specialized users. • Establishing remote connectivity and support procedures. • County cutover preparation, supported by Contractor including: • Document and communicate management of change risks and issues. • Document and communicate new policies and procedures. • Document and Communicate New Workflow • Create and communicate user feedback/support procedures and tools. • Communicate training schedules, including notification to partner agencies. • Build Primary – Secondary – Third Level Support Model (i.e., System Administrator, Agency Administrator, Super Users / Trainers) • Create and develop a change management strategy. • Create and document a contingency plan for RMS interruptions. • Document Lessons Learned • Rolling out System – County/Agency with assistance from Contractor will deploy the System for UAT as per the agreed upon ATP. • Testing release as per the ATP including performance/stress testing, System interface testing, and UAT. The ATP is the foundation used to ensure the System is ready to go-live in each operational area. Contractor shall submit the ATP for County's review and approval. The Parties may, upon mutual agreement, revise the ATP throughout the project. • For each Agency, County will conduct Final Acceptance testing prior to Go-live upon receiving written notice from Contractor that the System and all related Services are complete, and the System is ready for Final Acceptance Testing. Final Acceptance Testing involves: • Ensuring that the System has been configured correctly to support all County's requirements and processes. • Testing any new features that have been added for County. • Contractor will inform its help desk / support department of the Go-live schedule and ensure the help desk / support department is ready to assist County/Agency. • Pre-cutover steps are performed.	
PHASE VI— SYSTEM READINESS	• All Contractor developed interfaces, development and configuration for state and national requirements, forms and reports are delivered.	As stated in the project schedule

Task Name	Description	Expected Duration
	- User Acceptance Testing is complete. - System readiness sign-off complete. - System ready for County/Agency use	
PHASE VII – AGENCY READINESS	- Contractor will provide train-the-trainer instruction as described above. - County/ Agencies will train the remaining trainers and end users. - Contractor will work with County to document and implement the detailed System cutover plan. The System cutover plan is essentially the playbook for System cutover—it includes details such as specific dates and times, roles and responsibilities, communications plans (who is notified of what and when), rollback and recovery contingency plans, and support details. Cutover preparation is performed to ready the agency for use of the System in production. - The System client application is rolled out to all workstations and all other technical preparations, such as disaster recovery, are completed by County. - Cutover dry run - A dry run may be completed to identify and rectify any issues by County with support of Contractor. The cutover plan is updated after the dry run with outstanding deliverables or lessons learned.	As stated in the project schedule
PHASE VIII— CUTOVER	After the successful completion of UAT of all modules at each Agency, Contractor coordinates and executes the implementation and stabilization of all System modules and interfaces into the County production environment, with the support and assistance of County. The following high-level cutover steps will be further defined in the project schedule: - Start and test all interfaces. - Activate the system. - Notify users to commence use of the System.	As stated in the project schedule
GO LIVE SUPPORT	During the first week after Go-Live, Contractor will provide a program of hyper care: - Contractor Project Managers available on site - Support team meetings - Enhanced Service/Support Desk - Trainers & Super Users deployed - Managers Support	First week Agency is live
PHASE IX— PROJECT WRAP- UP AND ONGOING SYSTEM SUPPORT	Project wrap-up activities take place after Final Acceptance and cutover. Typical activities include: - Resolving any System issues identified at the conclusion of UAT and prior to cutover. These System issues would be classified as non-gating factors (i.e., critical path tasks and deliverables) because gating factors would prohibit cutover. - The Contractor Project Manager reviews the System support procedures with County. - Discussion and documentation of maintenance procedures	30 days after Go Live

Task Name	Description	Expected Duration
	• Calls for expert System support go to the Contractor technical support line, or to the on- call personnel, as appropriate. • Resolving any outstanding invoices or credits associated with the project implementation. This phase is to ensure a smooth transition from project-to-production.	

8. Final Acceptance Test Plan Per Agency

Final Acceptance testing will be performed by County/Agency after System cutover and written notice from Contractor that all related Services are complete and that the System is ready for Final Acceptance testing. Use and access of the System shall not constitute Final Acceptance but shall be part of Final Acceptance testing. Contractor will provide support to County/Agency during Final Acceptance testing for quality assurance and successful completion of Final Acceptance testing. Contractor will be notified of defects found by County/Agency during testing. Contractor will correct the defect and notify County that the defect has been resolved, so that County/Agency can perform re-testing of the defect. The fix and re-test process will repeat until the item successfully passes.

County/Agency will issue Final Acceptance only after the successful completion of all Final Acceptance test criteria stated below and successful completion of the 30-day reliability period ("Reliability Period"). The Reliability Period is a System level reliability test period to demonstrate and test the interoperability and integration of the System as a whole. Reliability Period testing commences upon successful completion of the Final Acceptance test criteria stated below, and shall be deemed successful only after the following occurs: the System must be available and free of Priority 1 and Priority 2 (as defined in Exhibit D) error for 30 consecutive days beginning on the first day of the Reliability Period. If the System becomes unavailable due to a Priority 1 or 2 error, testing will be stopped and upon correction of the error by Contractor, the testing period will restart. During Reliability Period testing, County shall maintain a log of System issues and cooperate with Contractor in correcting such problems. County/Agency shall immediately notify Contractor by telephone if the System becomes unavailable. Upon successful completion of the Reliability Period, County/Agency will provide written notice of Final Acceptance to Contractor. After issuance of Final Acceptance, the project shall transition to warranty/Support and Maintenance support.

No.	Description	Final Acceptance Test Criteria
1	Agency Competency	• Three (3) calls for service for each Agency will be generated via Motorola PremierOne CAD and will include (but not be limited to) the following data points: ○ Incident Number ○ Incident Date ○ Incident Type ○ Address ○ Latitude ○ Longitude

No.	Description	Final Acceptance Test Criteria
		○ PSAP Received ○ Dispatch Notified ○ Alarm Time ○ Arrival Time • Agencies will confirm proficiency in completing a case from initial notice to closed status for the following offense types: ○ Drug Possession ○ Driving Under the Influence (DIU) ○ Theft/Burglary ○ Domestic Violence ○ Citations issued both Traffic and Juvenile • Agencies (where applicable) will confirm proficiency with staff using the system in the following areas: ○ Road Patrol ○ Criminal Investigations ○ Strategic Investigations ○ Crime Scene ○ Property / Evidence ○ Crime Lab ○ Records / Warrants ○ Public Records • Agencies will confirm ability to generate reports applicable to their business needs.
2	Administrator Competency	• System Admins at each agency will confirm proficiency with agency configuration and ability to perform assigned duties inside Software. • ORCAT will confirm proficiency with system configuration and ability to perform assigned duties inside Software.

9. DELIVERABLES

Contractor shall provide the following deliverables for County and Agencies. The Parties will determine the completion date for each deliverable at kick-off.

RMS Documents	Phase	Comments
Business Process Analysis	PHASE I	Documentation created because of on-site discovery by Contractor business analyst.
Gap Analysis Document	PHASE I	Documents current / future state of business

RMS Documents	Phase	Comments
Project Management Plan	PHASE I	Over the course of three to four weeks (typically), Contactor will work with County/Agency to review the project plan, confirm Contractor's assumptions, clarify roles and responsibilities (e.g., who is expected to do what and by when), and review project communications and reporting structures. During this time, Contractor also works with County technical team to review the System infrastructure and confirm all the various System components, and who is responsible for which parts.
Organization Chart	PHASE I	County/Agency organization chart. Used for defining overall organization structure in the System.
Project Implementation Plan	PHASE I	Describes how the System will be implemented in the County/Agency organization. Considerations for methodology and any other implementation requirements.
System Design	PHASE I	Documents the overall design of the System to meet the scope/requirements of the project.
Project Team structure for County/Agency and Niche	PHASE I	Provides the overall project team structure and defines team member roles and responsibilities, as well as communication and/or escalation channels.
Project Plan Schedule	PHASE I	Develop and maintain the project schedule in MS Project.
Test Strategy	PHASE I	Defines the overall strategy of how the application will be tested based on business requirements. This includes project team testing and User Acceptance testing. Will also include definition of requirements for successful testing.
Project administration, communication and reporting procedures	PHASE I	Outlines how the project team will operate, where and how project team documentation will be stored and how the project team will communicate
Risk Assessment and Management Plan	PHASE I	Contractor and County work together to document, prioritize, evaluate, and monitor project risks.
Workflow Design and Specifications	PHASE I	This is dependent on the County business processes. Contractor provides documentation, training, and online support to County for documenting and configuring workflow.
Knowledge Transfer / Training Plan	PHASE II	Contractor provides schedule, documentation, and training on the System end-to-end system functionality for the County project team. Contractor also provides baseline training material, support, and input to the County training plan.
QA Plan / Approach	PHASE II	Contractor and County to work together to develop the overall approach based on best practices and lessons learned from other projects.

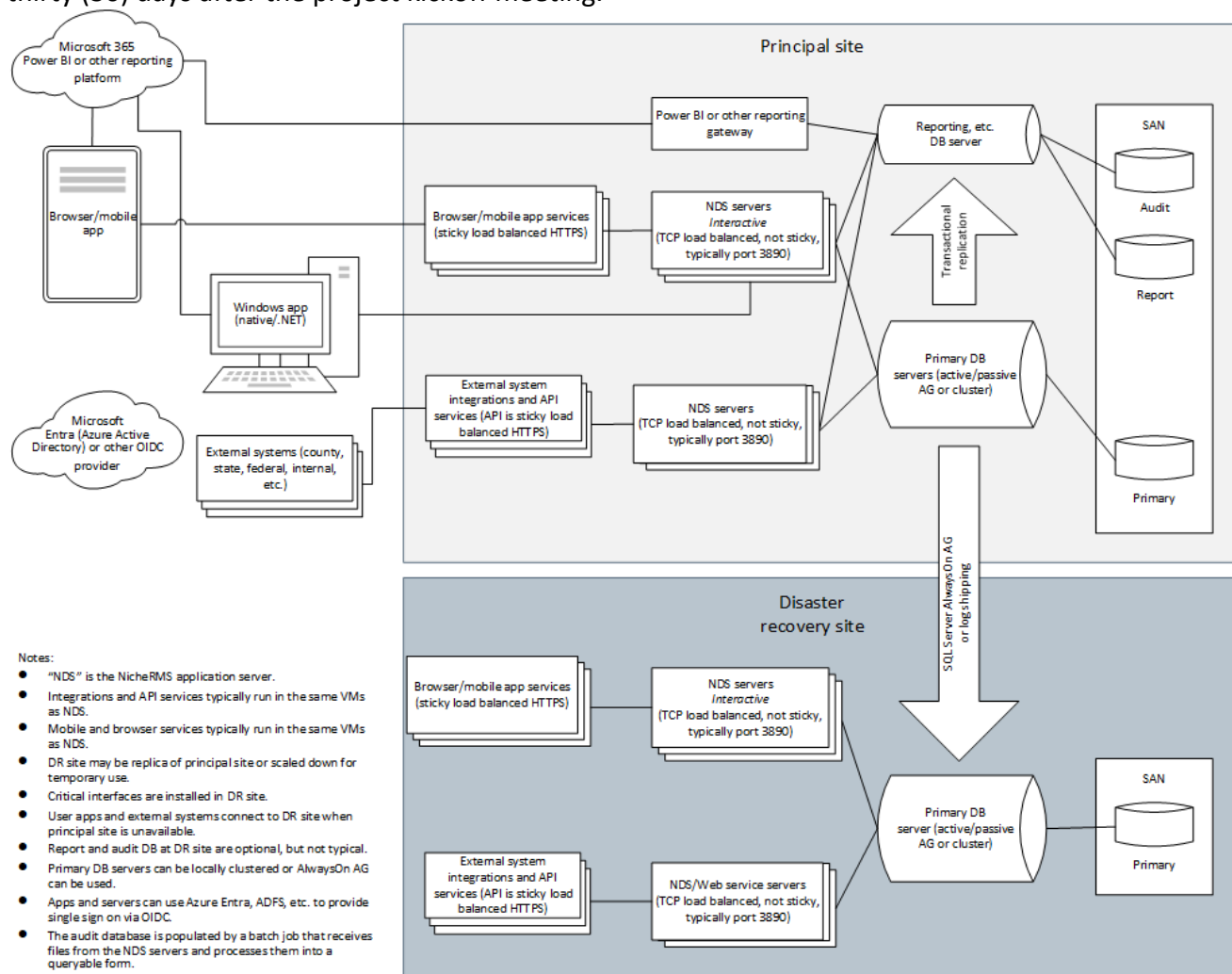
RMS Documents	Phase	Comments
Testing and Promotion	PHASE II	Contractor technical testing for stress/penetration, volume, functionality, security: Developer testing performed during development. Developer cross-testing — other developers verify the work done. Testing by Contractor project staff prior to delivery to County.
System Testing (i.e. integration, conversion, regression, usability)	PHASE II	
Test Plans / Case Development	PHASE II	Every Agency has unique business processes and configuration; therefore, test plans/case development are dependent on the Agency business processes.
Application Configuration / Customization Specifications (as built)	PHASE III	System configuration is usually provided in multiple iterations as agreed by the Parties. This deliverable may stay open as additional pieces are put in place during the project. All enhancements are prioritized by County.
Functional Test Plan	PHASE V	Describes from an operational perspective what needs to be tested in the application and how.
Interoperability Test Plan / Integration Testing	PHASE V	System interfaces are tested, and results are documented/demonstrated to County for acceptance. Performed by Contractor for each interface.
System Technical Test Plan	PHASE V	Performance and backup/recovery testing will be described in detail in the technical test plan. Fail over and fail back testing.
Acceptance Test Plan	PHASE V	Derived from the requirements and informed by the test strategy and functional test plan. This plan outlines what testing is required to be successful to consider functional areas, reports, interfaces etc. ready for production use.
User Acceptance Testing	PHASE V	Contractor will assist County in this process.
Interface Specifications for both internal Broward County systems and external partners	PHASE V	For the System interfaces, Contractor will provide questionnaires and/ or interface descriptions to assist with this process
Project Status Report	PHASE VI	Includes summary of current project status and health; completed, upcoming and/or delayed project milestones and activities. This deliverable begins in Phase I and runs throughout the course of the project on a weekly basis. The weekly status report will be provided by Contractor to County every Friday upon the commencement of Phase I and each report will include the deliverables for the next 4-week period;

RMS Documents	Phase	Comments
		therefore, this is a rolling 4 week report that is distributed on a weekly basis.
Executive Status Briefing	PHASE VI	Provided on a monthly basis to report a high-level summary of the project status and health, key milestone updates, risks and issues.
Issues Log	PHASE VII	This list is managed by County as issues arise. This list is also reported out by Contractor through the Contractor's support department to evaluate System health and Contractor performance.

10. DEPLOYMENT

10.1 Proposed Flow Diagram

Contractor will provide an updated network diagram for County's review and approval no later than thirty (30) days after the project kickoff meeting.



10.2 System partitioning

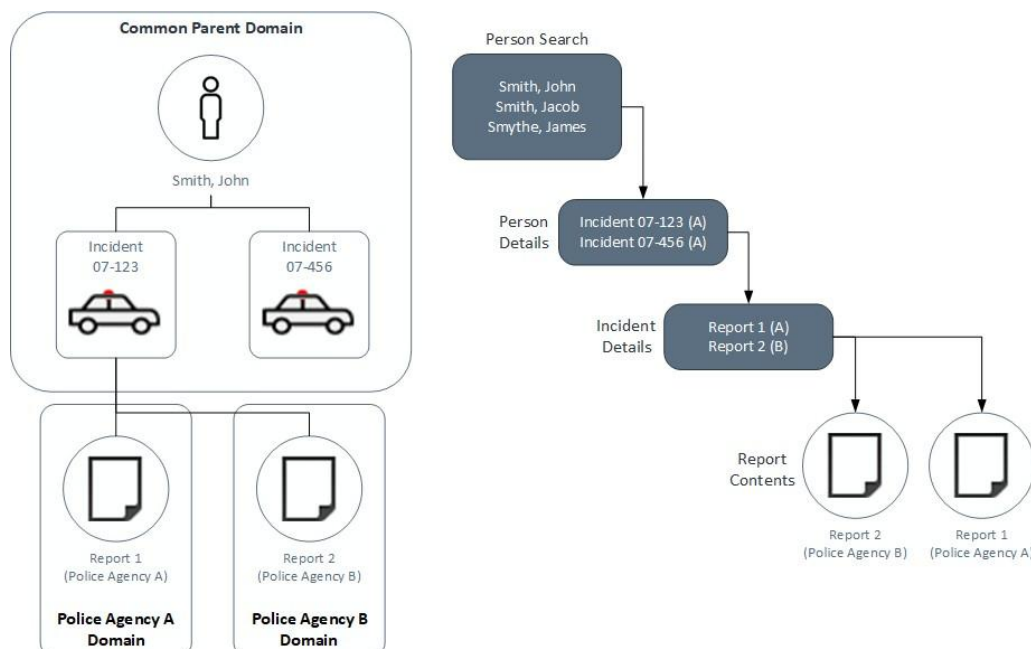
- Data storage is managed by a relational database (Microsoft SQL Server).
- Application logic, business rules and security are managed by the Niche365 application servers (NDS).
- User interfaces are provided by user applications (e.g., Niche365 LRMS Universal application). User applications only communicate with Niche365 LRMS via the NDS application server. There is no direct access to the backend Niche365 LRMS database.
- Mobile and browser user applications use mobile and Web servers which, in turn, communicate with the NDS application servers to access data.
- Interfaces use Niche365-supplied APIs to communicate with the NDS application servers or through a Web service that communicates with the NDS application servers. There is generally no direct access to the backend database. This ensures that business rules and security are respected by all parts of the System.
- Specialized Niche365 or third-party user interfaces and applications can use the APIs or Web service to access the System.

10.3 Shared Data Management Model

10.3.1 Description

In the shared data management model, all master-index person records and incident records are held in a parent domain shared by all agencies of the System. There is a single System-wide master index record for each person, jointly shared by all Agencies. Agencies have the ability, within the System, to limit and restrict shared access to their person and incident records.

10.3.2 Shared Data Diagram



10.3.3 Data Sharing across Installations

An InterNiche connection makes two separate Niche365 installations behave like a single shared system. This allows officers in neighboring LRMS agencies (i.e., Miami Dade County) to search and drill-down on data in detail.

A multi-agency LRMS installation for County can be connected to a single-agency installation for another Niche365 LRMS customer using InterNiche. When Broward County agencies set up a search, they can use a selector list to choose which domain(s) they would like to query, for example, Miami Dade County.

11. HARDWARE REQUIREMENTS

The System will be hosted on premise by County with a direct connection to County's PremierOne CAD RDW.

The System is a single n-tier application with a single relational database, and it is a single software application with no internal horizontal interfaces. That is, the tiers for presentation, application, and data storage communicate with each other via the network, but the modules/functional areas do not—there are no separate modules that need integration; they are part of a single platform (all functionality is integrated in a single source code base).

The information in this section is based on specifications and real-world statistics from comparably sized deployments of the System as of the Effective Date, and it is expected to support the System for 4300 sworn officers and all support staff for 3 or more years of production use.

11.1 Server specifications

11.1.1 Database servers

Read/write database host (2 node active/passive cluster or AG)

Operating system	One of: - Windows Server 2022 Standard Edition - Windows Server 2022 Datacenter Edition - Windows Server 2025 Standard Edition - Windows Server 2025 Datacenter Edition
Database server	- SQL Server 2022 Enterprise Edition - SQL Server 2025 Enterprise Edition (support to be finalized once it reaches RTM/general availability, currently testing CTP 2.0)

CPU	8-12 dedicated vCPUs based on a server-grade processor, e.g., a modern Intel Xeon.
RAM	192-256 GB
Storage	Production System databases range in size from 25 GB to 10 TB+. Required storage quantities are heavily dependent on the volume of scanned documents, images, and imported data; approximately 85% of storage required by a System database can be Binary Large Object (BLOB) data. Data should be stored on high-performing enterprise storage; the following represent minimum requirements and should be exceeded wherever possible. • Fielded data • Latency: less than 10 ms • Throughput (8 KB): 64 MB/sec or better • Throughput (64 KB): 256 MB/sec or better • Unfielded (i.e. binary/BLOB) data • Latency: less than 15 ms • Throughput (8 KB): 32 MB/sec or better • Throughput (64 KB): 128 MB/sec or better • Transaction log • Latency: less than 5 ms • Throughput: At least 256 MB/sec, ideally higher if being used to support synchronous mirroring of any sort Notes • The System will rarely reach the above throughput during normal use with the stated number of sworn officers; the specification is intended to cover periods where I/O is high due to maintenance, backups, data imports, and unexpected issues such as poor query plan selection. • It is desirable to place the transaction log LUN on enterprise SSD storage to ensure that it does not become a bottleneck. Ideally, all files used by System databases, TempDB, and any distribution databases will be hosted on SSD-based storage. • RAID 1+0 or a similar SAN-level scheme/distribution should be used for the best performance and redundancy. • County may choose to use RAID 5/6 (or SAN equivalent) for binary data such as images and report narratives, which are stored in a designated part of the System data model/schema and do not have the same performance requirements as fielded data.

Clustering considerations	• A traditional failover cluster typically requires shared storage (e.g., SAN) that is certified by the vendor and Microsoft for use in a SQL Server failover cluster. • An AlwaysOn AG replica can also be used for local High Availability (HA), but this comes at the expense of additional storage and potential latency effects if the System infrastructure is not sufficient to keep up with the volume of change. • If synchronous AlwaysOn replication is expected to be used, the system storage infrastructure needs to be architected appropriately, i.e., high throughput LUNs (ideally pure SSD) for the transaction log and fielded data.
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Reporting/audit database host

Purpose	Offloading auxiliary database services from the primary database server. Required for projects that use a Contractor-provided publisher interface (e.g., LinX) or use the System audit functionality, and strongly recommended for County that maintain a data warehouse, execute business intelligence extracts, etc. County with extensive read-only integration and reporting requirements may implement these roles via separate reporting and audit DBMS instances, with the audit instance typically having a smaller number of vCPUs (e.g., 4) but the same amount of memory.
Operating system	One of: • Windows Server 2022 Standard Edition • Windows Server 2022 Datacenter Edition • Windows Server 2025 Standard Edition • Windows Server 2025 Datacenter Edition
Database server	• SQL Server 2022 Enterprise Edition • SQL Server 2025 Enterprise Edition (support to be finalized once it reaches RTM/general availability, currently testing CTP 2.0) Note: County may use Standard Edition for this server, providing they are comfortable with the limitations of that SKU. For example, Standard Edition can only use 128 GB of memory, cannot be used to provide read-only AG replica access, etc.
CPU	8-12 dedicated vCPUs based on a server-grade processor, e.g., a modern Intel Xeon.
RAM	192-256 GB

Storage	The storage requirements may vary substantially and depend on: • Reporting: How many replicas of production are maintained and whether secondary databases + tables are required to support reporting. • Audit: The query able audit database requires approximately 10 MB per officer/day, (i.e., 1.5× the size of the raw uncompressed audit log files). If the project wants to keep 2 years of audit data online for query, this will require: $10 \text{ MB} \times 4300 \text{ officers} \times 365 \text{ days} \times 2 \text{ years} = \text{approximately } 30.6 \text{ TB}$ Note • Many customers retain a much smaller window of query able audit data, e.g., 1 year, and refer to older audit files on an as-needed basis. • County can compress using SQL Server page compression to reduce the storage requirements by roughly 30%. • County can cull unnecessary detail from the database; for example, the full command text can be eliminated from the audit database, leaving only key fielded data (the original commands exist in the archived raw audit files). • Customers with unusual workloads (e.g. “chatty” integrations with Niche365 LRMS, unusually broad extract queries, etc.) may generate substantially more audit log data.
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11.1.2 Application (NDS) servers (11)

Purpose	Application (NDS) and interface services for System
Operating system	One of: • Windows Server 2022 Standard Edition • Windows Server 2022 Datacenter Edition • Windows Server 2025 Standard Edition • Windows Server 2025 Datacenter Edition
CPU	4 dedicated vCPUs based on a server-grade processor, e.g., a modern Intel Xeon. The CPU performance target for an NDS instance is a SpecInt 2006 rate score of 100-160 across 4 logical CPUs (cores, vCPUs, etc.).
RAM	8-16 GB
Typical configuration	The NDS estate for the proposed deployment would likely be split in the following way: • 8 NDS servers that are load balanced for end user access; this is typically achieved via TCP load balancing on a single TCP port; each end user server of this size can serve up to 400 concurrent users. • 3 NDS servers dedicated to interfacing/integration.

11.1.3 Network load balancer

Purpose	Provide network load balancing of application server (NDS), API webservices, mobility services, etc.
Technical requirement	Basic TCP load balancing • Application server (NDS) requires simple TCP load balancing without sticky sessions/connection affinity. • API web services and mobility services require TCP load balancing with sticky sessions/connection affinity.

11.1.4 Audit data archive

The System produces approximately 3 MB/day of raw audit log storage per sworn officer, per day. The log files compress down to approximately 30% of their raw size, i.e., ~1 MB/day of compressed audit log storage.

For this project, the Parties therefore expect compressed audit data to be produced at a rate of roughly **4300** officers × 1 MB × 365 days/year = ~**1.5** TB/year.

System administrators still have access to archived System data. System administrators have the ability to restore archived records to active state.

County will provide Contractor the retention policies that Contractor will configure within the System for data archival and purge purposes.

12. KEY PERSONNEL

Contractor will ensure that the persons responsible for Contractor's performance of the Services and, to the extent applicable, identified below (collectively "Key Personnel") are appropriately trained and experienced and have adequate time and Contractor resources to perform in accordance with the terms of this Agreement.

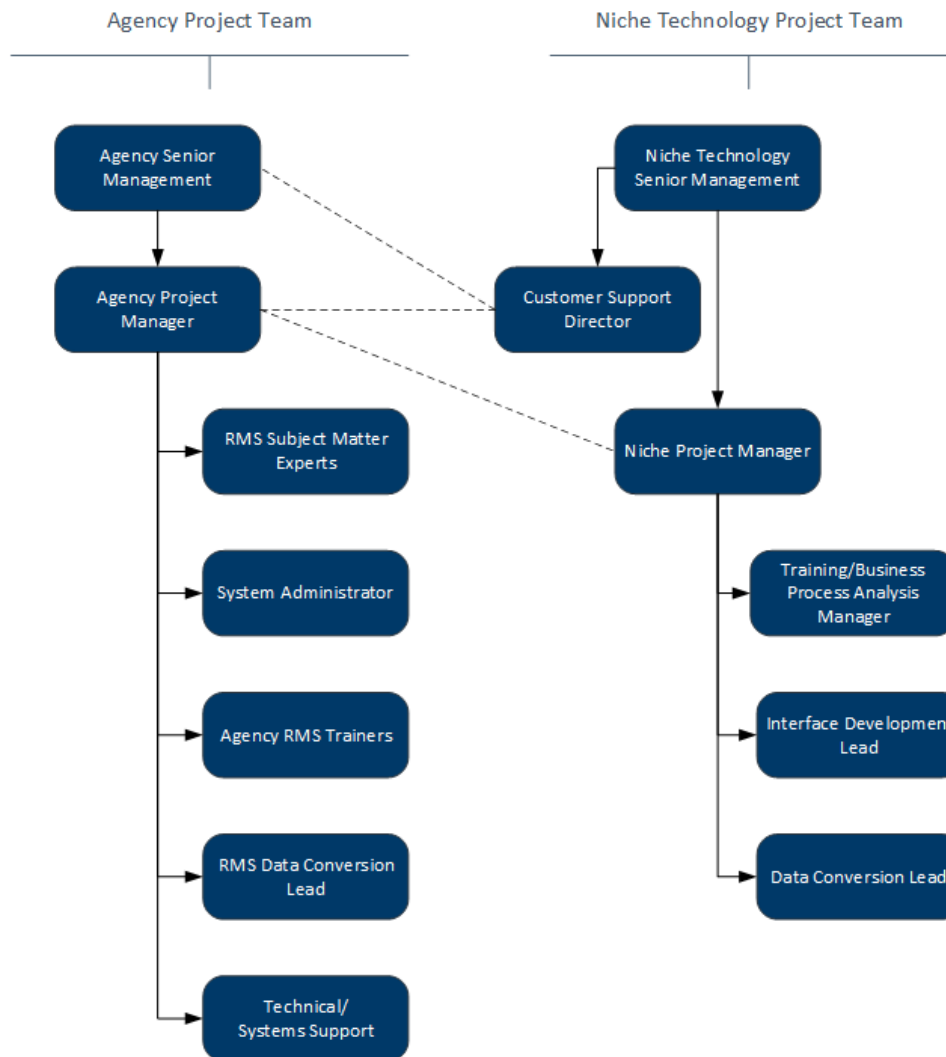
If Contractor seeks or is required to make any change to the composition of the Key Personnel, Contractor will provide County with thirty (30) days' advance written notice (or as much advance notice as is possible if thirty (30) days' notice is not possible) regarding such changes and the management plan associated with such changes. County shall not be responsible for any additional costs associated with a change in Key Personnel.

- Allison Elfering—Senior Project Manager
- Emilio Canasi—Project Manager
- Diane Mazzola – Business Analyst
- Dillon Kehler—Software Development Manager
- TJ Archer—Broward County Relations Director, North America
- John Mackay—Contracts Manager

NOTE: Contractor does not assign resources to a project until the Effective Date. Contractor will introduce the project team during the Kick-Off meeting.

12.1 Project Team Structure

The diagram below illustrates a typical relationship between Contractor and County/Agencies. Contractor Project Managers report directly to senior management and have full control over all resources required to implement a project.



Dashed lines indicate direct channels of communication between teams.

12.2 Project Team Roles

Contractor Project Manager	Contractor will assign an experienced Project Manager to County; the same Project Manager remains available to County on a long-term basis. All Contractor Project Managers have a thorough knowledge of the System
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	and extensive experience in managing LRMS implementation projects. Specific duties include: • Directs the project as the primary County contact with Contractor. • Responsible for all Contractor's project team performance from initiation to closure, including planning, organizing, managing, and controlling all project aspects to ensure tasks are performed according to the approved project schedule. • Reviews the proposal and final contract internally and, if necessary, with the County Project Manager. • Coordinates project kick-off meeting and develops and maintains project schedule. • Identifies known issues that may impact availability of resources during the project lifecycle. • Reviews requirements for interfaces and data migration. • Reviews and schedules training. • Resolves schedule discrepancies or conflicts. • Initiates project reporting and filing systems. • Establishes project change order procedures. • Responds to County inquiries and performs status reporting. • Seeks written clarification of change requests for interfaces and other custom development before establishing a development schedule. • Monitors critical schedules, such as project-specific development. • Initiates and processes requests for quotes. • Processes contract change orders. • Coordinates logistics for Contractor's onsite activities. • Assists with researching alternatives and sources for any contract changes.
Training/Business Process Analysis Manager	These roles can be fulfilled by additional Contractor Project Managers. These personnel provide System technical and functional training to Broward County project teams and support ongoing knowledge transfer. They are very experienced in assisting agencies through business analysis and product configuration and ensuring that they understand an agency's specified requests for changes so we can ensure that LRMS will be configured to meet County/Agency needs. Specific duties include: • Provides knowledge transfer of LRMS functionality to the Agency project team. • Provides ongoing functional support to the Agency project team as business processes are being re-defined. • Assists with developing training plans and materials. • Responsible for developing specifications for functional enhancements; functional enhancements are driven from the content of the Statement of Work (SOW). • Implements application configuration changes for County.

Contractor's Project Manager is the primary point of contact between Contractor and County's team. Contractor's Project Manager will participate in project meetings and conference calls as required. Contractor's Project Manager is responsible for core project management functions.

12.3 System Trainer/Business Analyst

These roles can be fulfilled by additional Contractor Project Managers. Senior Contractor project staff have experience as Project Managers, as well as Training/Business Process Analysis Managers.

- Trains Agency project team staff on use of the System and provide sufficient training resources and time to facilitate a Train-the-Trainer approach.
- Assists in facilitating the business fit process and supports project teams in analyzing the System and assessing which requirements can be met by configuring the existing application and which will require application enhancements.

12.4 Project meetings and reporting

At a minimum, one project management (progress) meeting shall be held every week or as otherwise mutually agreed upon by the Parties. Contractor's Project Manager shall work with the County's Project Manager to mutually agree upon a regular date and time for project status meetings.

Contractor shall provide project status reports on a weekly basis or as otherwise mutually agreed upon by the Parties. The first project status report is due within ten (10) business days after the kick-off meeting.

Contractor will provide meeting notes for all meetings which are distributed within the week.

Appendix 1 Initial System training

This training provides in-depth training on all functionality included in the System to the project team. This will allow the members to make informed process decisions.

Objectives: To provide an overall understanding of existing functionality, including:

- Login with a username and password
- General application navigation, navigation strategies, etc.
- Searching for records
- External system searches
- Tour of data organization in the System
- Data entry
- Task Management
- Filing package preparation management (i.e., court packet)
- Identification/Booking/Custody Training
- Intelligence/Stop checks
- Managing property
- Statistics Gathering
- Managing confidential data/Access Control Lists
- Report generation

Prerequisites: Basic knowledge of Microsoft windows navigation and use. Attendees should be a permanent part of the project team for the duration of the project.

Method: Instructor-led classes, with in-class, hands-on examples, and exercises.

Documentation: Provided electronically.

Equipment requirements: Training is run in the customer development environment. This requires installation of the initial Software version and training database that users can log in to. Each student requires a workstation with keyboard and mouse. The training room requires a projector and a projection screen.

Designed for: Users that will be part of the Agency project team, including trainers.

Project Phase: Phase two—Project team training and business process analysis.

Student Capacity: See Section 5 of the SOW

Duration: See Section 5 of the SOW

System Administrator training

System administration training provides users with a complete and in-depth understanding of the skills needed to support and maintain the System from a business perspective.

Objectives:

- Add/update/delete lists
- Print management reports
- Manage ACLs and NAC roles
- Manage users, roles, logins, and passwords
- Manage units and sections
- Add printer profiles to workstations
- App installation and maintenance
- Desktop and Mobile Auto Updater
- Bulk Document Loader
- Manage system parameters and other force-specific system administration
- Building of custom searches
- Configuring the System Civil process functionality
- Audit Functionality—application
- Documentation of system administration processes

Prerequisites:

- Initial System training.
- Thorough knowledge of Microsoft Windows. Security clearance to access all records, including those of other employees. Business Process Training is recommended for better understanding of how data is being added and manipulated by end users.

Method: Instructor led, on-premises training with additional online sessions as required and self-learning (online).

Designed for: System administrators or those whose job functions may require some System administration tasks.

Project Phase: Phase two—Project team training and business process analysis after initial System training, as the project team progresses through business process analysis.

Student Capacity: See Section 5 of the SOW

System (Database) Administration training

This course familiarizes system (database) administrators with the underlying structure of the database. System (database) administrators also learn other necessary database functions.

Objectives:

- Understanding the System data model and structure
- Understanding how to write queries against the application and physical data models
- How to update the database when application enhancements take place
- Understand System Audit functionality—technical
- Use of server performance monitoring tools
- Installing the System application
- Managing year-end processes
- Documenting database administration processes
- Security setup
- RMS server setup, backup, and maintenance

Prerequisites:

- Initial System training.
- System Administrator Training. User must be familiar with SQL Server database administration. Initial System Training is recommended for understanding how data is added and manipulated by users.

Method: Self-learning (online manuals) and online sessions as required.

Designed for: Business or other technical staff who will be administering the application.

Project Phase: Phase two—Project team training and business process analysis

Student Capacity: See Section 5 of the SOW

Technical configuration training

This training familiarizes the County's technical team with the technical configuration capabilities of the System.

Objectives:

- Familiarization with the System data model and data model viewing tool
- Writing technical development specifications
- Development of data conversion processes including data mapping and running of end-to-end data conversion processes

- Development of interface specifications and development of actual interfaces using the System's development toolkit
- Development of UI extensions
- Generation of output reports, loading and modification of existing output reports, using the System Output Report Editor
- Building and installation of form templates, such as MS Word document templates and mapping objects ("INI Generators") that are used to prefill the templates with System data.
- Ability to run queries against the System database
- Understanding System SQL
- Installation and operation of interfaces stated in Section 6 of the SOW
- Documentation of database administration processes

Prerequisites:

- System Administrator Training
- User must be familiar with SQL Server database administration
- Data conversion developers:
 - SQL knowledge
 - Understanding of existing system and its data model
 - Developed understanding of System and its data model
- Interface development team members:
 - C++ and/or C#
 - SQL knowledge
 - Microsoft .Net tool familiarity including Visual Studio
 - For interfaces using XML, XSLT for transformations
 - The developer will need to be well briefed on the System Data model and the System tools
- Output Report and form template development team members:
 - Skills required for the Output Report and data window definition training:
 - Good knowledge of XML
 - Good knowledge of XSL/XSLT
 - Good knowledge of HTML/XHTML, including Cascading Style Sheets (CSS)
 - Understanding of SQL
 - Understanding of System and System data model (to be learned)

Contractor will supply various documentation and sample reports to assist County/Agency in developing reports. Contractor will also provide telephone and email support to County and third-party developers.

- XAML reports (X-forms) development team members:
 - Knowledge of XAML
 - Understanding of System and System data model (to be learned)

Method: Self-learning (online manuals) and online sessions as required. Documentation provided electronically.

Designed for: IT or other technical staff who will be administering the database.

Project Phase: Phase two—Project team training and business process analysis

Student Capacity: See Section 5 of the SOW

Duration: See Section 5 of the SOW

Appendix 2 – IT Support roles

A. System Administrator role

The System Administrator manages the System functional settings and database configuration data within the System. The System Administrator is often a liaison to SMEs, end users, and staff who may have Software or System issues or require configuration changes.

The skill set required includes:

- Monitor/configure servers, workstations, and other interfaced systems.
- Design and run reports, as needed.
- Maintain and upgrade all System configuration and forms.
- Install Software upgrades.
- Monitor databases and troubleshoot System problems.
- Provide knowledge base for System and interface information to aid end users.

System Administrator training required:

- Initial System training
- System Administrator training

B. Technical Administrator role

The Technical administrator manages the System technical settings, network, servers, databases, interfaces, and other relevant technical aspects of the System.

The IT/technical skill set required includes:

- SQL Server database administration
- Interface development/support team members
- C#, Java, etc. (depends on development environment)
- SQL knowledge
- XML, JSON for interfaces using XML, XSLT for transformations
- System API toolkit contents
- Output Report support:
 - Good knowledge of XML/XSL/XSLT
 - Good knowledge of HTML/XHTML, including Cascading Style Sheets (CSS)

- Understanding of SQL
- Understanding of System and System data model

Technical administrator training required:

- Initial system training
- System Administrator Training
- Ad hoc Contractor technology developer advice and/or training supplemental to System technical manuals

Appendix 3 – Technical Installation and Support Services

Environment layers

Contractor has identified the following layers within the System environment:

- Layer 1 – Hosting infrastructure, e.g. physical hardware devices, networking, etc.
- Layer 2 - Hypervisor/virtualization environment
- Layer 3 – Server operating systems
- Layer 4 – Microsoft SQL Server instances and databases
- Layer 5 – System application including Data Server (NDS), Niche-supplied integrations, and end-user applications
- Layer 6 – System configuration

Layer 1

This layer represents the physical hosting infrastructure (host servers, enterprise storage, backup devices, racks, power, etc.) and network.

In this layer, County is responsible for:

- In conjunction with Contractor, defining the infrastructure specifications for hosting the System environments.
- Procuring the hardware, hardware warranty, and support services necessary to fulfill the hosting specifications outlined by Contractor and stated in this Agreement.
- Installation of the hosting infrastructure within the County's data centers.
- Connection of the hosting infrastructure to the County network.
- Identification, troubleshooting, and remediation of network issues.
- Providing and supporting remote access to Contractor's turnkey support team, which consists of staff in Canada and the USA.

The remote access mechanism must be capable of providing unattended access to the System hosting environments and is typically implemented using a VPN.

- Providing connectivity and other network access to systems required for County's operation of the System, such as Active Directory and any necessary county, state, federal, and commercial systems.
- Supporting, facilitating, troubleshooting, and remediating issues to upstream or downstream systems required to operate the System.

- Providing Contractor with physical access to the County's data center as needed.
- Defining the process for reporting, managing, monitoring, and repairing related issues that relate to the hosting infrastructure.
- Engaging with the hosting infrastructure suppliers.
- Monitoring the performance of the hosting infrastructure.
- Troubleshooting and identifying issues with the physical hardware that require remediation.
- Providing network load balancing facilities that meet the requirements of System server (NDS), the System web application server, and System API web service.
 - NDS: TCP/3890 (port number is configurable), no sticky sessions/connection affinity
 - System web application server: TCP/443 (port number is configurable), sticky sessions/connection affinity required
 - System API web service: TCP/443 (port number is configurable), sticky sessions/connection affinity required

Contractor is responsible for:

- In conjunction with County, defining the hosting specifications for System environments.
- Aiding County with troubleshooting and resolving issues with the physical hardware, particularly as it relates to business continuity and performance of the System environments.

Layer 2

This layer represents the server virtualization layer, including the hypervisor and virtualization management tools, where they are used within the System.

This layer is typically implemented using VMware products, but it can be any enterprise grade hypervisor that can capably host the necessary System environments.

County is responsible for the installation, configuration, and ongoing maintenance of any hypervisor and related virtualization management tools used within the System infrastructure.

County is also responsible for provisioning new virtual machines and other pieces of hypervisor-supplied infrastructure that are used by the System environments (e.g. logical disks defined within a vSAN and presented to the guest VMs).

Layer 3

This layer represents the server operating system, which is typically installed in a VM from Layer 2.

County is responsible for the initial installation, configuration, backup, and ongoing maintenance of the server operating system. This includes the appropriate .NET and database driver packages for a given platform version of the System.

County is responsible for defining, installing, and maintaining any services and utilities that are standard for server installation at its site, including but not limited to antivirus/endpoint protection.

Contractor is responsible for working with the County to configure the server operating system and any additional services and utilities that are running in the operating system to ensure appropriate function with the System.

Layer 4

This layer represents the Microsoft SQL Server database layer.

In this layer, County is responsible for:

- Installation and configuration of Microsoft SQL Server according to standard and County-specific System requirements, including but not limited to transactional replication, full-text search, and high availability/disaster recovery mechanisms such as AlwaysOn availability groups and database backup.
- Ongoing maintenance of Microsoft SQL Server, including application of cumulative updates, periodic SQL Server version upgrades
- Monitoring Microsoft SQL Server performance, using Contractor-supplied processes and guidelines in addition to the County's standard database monitoring suites.
- Performing database and database platform backups.

Contractor is responsible for:

- Working with the County to validate and document the sizing, configuration, and reliability of the SQL Server environments.

This includes working with the County on the design and validation of the configuration of business continuity/disaster recovery mechanisms to be used by the solution, such as:

- AlwaysOn availability group configuration (number of replicas, synchronous vs. asynchronous operation, listener configuration, etc.)
- Testing the SQL Server BC/DR solution with the System server.
- Guiding the County regarding best practices for database backup for System databases.

- Other topics related to transactional reporting (reporting server), audit database setup, database availability, reliability, and performance.
- Supplying standard System SQL Server performance monitoring and analysis processes, with documentation, and supporting County in its configuration and use of those items.
- Participating in joint performance analysis and remediation processes in the context of Contractor turnkey support.

Layer 5

This layer represents the installation of the System.

Contractor is responsible for:

- Installation, maintenance, and ongoing support and updates of System server applications, which include the application server (NDS), Contractor-supplied external system integrations ("interfaces"), and the web application server.
- Creating and updating the Windows end-user application update packages.
- Communicating and planning with County regarding upgrades or other outages.
- Automation of System audit log cutover, transfer, archiving, and loading processes.

County is responsible for:

- Installation of any required third-party applications on all workstations and client devices.
- Initial installation of Software end-user applications and runtime prerequisites (.NET, etc.) on Windows devices.
- Continuous performance monitoring of the System application server (NDS) according to Contractor-supplied Documentation.
- Defining, providing, and supporting the storage devices that are required to push System updates to the workstation and other client devices.
- Defining, providing, and supporting the storage devices that contain the System audit log archive and supply audit logs to the System audit log database load process.
- Communicating with the County's user base.

Layer 6

This layer represents the configuration of the System. In this layer, Contractor is responsible for:

- Performing initial System configuration of the Production, Test, Training and Disaster Recovery environments during implementation.

- Performing System configurations that are controlled only by Contractor (e.g., changes to guided entry forms, choice lists, business rules, etc.)
- Knowledge transfer to the County's project team on System configuration, options, and methods.
- Providing advice and support to County for System configuration.
- Monitoring the System for performance issues caused by System configuration.
- Providing support to County to resolve issues found through monitoring the System.

County is responsible for:

- Performing Global (not Agency specific) System configurations.
- Monitoring System for performance.
- Engaging with the County's user base.
- Use best efforts to utilize power users and internal resources to triage issues prior to raising such issues with Contractor.
- Issue triage and notification to Contractor regarding issues.

Appendix 4 – Functionality Matrix

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
OIDC Support required for NicheRMSWeb authentication	X	X		N/A
Offline use is NOT included in NicheRMSWeb (except for officer notes as stated under “other functionality” below)			X	N/A
NicheRMS functions loaded at login				
Niche Access control role	X	X	X	N/A
Niche Access control lists	X	X	X	N/A
User preferences	X	X	X	N/A
User's saved searches - execution	X	X	X	N/A
Homescreen				
User Preferences - ability to update	X	X	X	N/A
Administration			X	2Q2029
Assistant	X	X	X	N/A
Side Panel - display expanded by default		X	X	N/A
Side Panel - display collapsed by default	X			N/A
Back and forward arrows	X	X	X	N/A
Broadcast messages	X	X	X	N/A
History (navigation)	X	X	X	N/A
Officer notebook	X	X	X	N/A
Refresh	X	X	X	N/A
Active Items list	X	X	X	N/A
View tasks	X	X	X	N/A
New Occurrence Guided entry form	X	X	X	N/A
New Ticket Guided entry form	X	X	X	N/A
View Unit tasks		X	X	N/A
Network connection monitor icon			X	N/A
Access to Audit (simple)	X	X	X	N/A
Access to Audit (detailed)			X	N/A
View Tasks				
Summary task display	X	X	X	N/A
Task list sorting	X	X	X	N/A
View Tasks List				
Viewing task details	X	X	X	N/A
Task summary view for All Reports on Results tab			X	N/A
Task summary view for only XSLT Output Reports on Results tab - excludes external document templates	X	X		N/A

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Task activity buttons	X	X	X	N/A
Task activity log	X	X	X	N/A
Overall Searching				
Result counting	X	X	X	N/A
NicheRMS Multi-agency searching capability	X	X	X	N/A
Search result display inline of extended content			X	N/A
Person Search:				
Fast Find	X	X	X	N/A
Full field advanced search			X	2Q2029
Limited field searching (8 fields only)	X	X		N/A
Person DL Scanning using the Device's camera	X	X	X	N/A
Person DL Scanning using scanning peripheral device			X	N/A
Occurrence search:				
Full field advanced search			X	2Q2029
Limited field searching (8 fields only)	X	X		N/A
Street Check:				
Full field advanced search			X	2Q2029
Limited field searching (6 fields only)	X	X		N/A
Vehicle search:				
Full field advanced search			X	2Q2029
Limited field searching (3 fields only)	X	X		N/A
Property Search:				
Full field advanced search			X	2Q2029
Limited field searching (approx. 14 fields)	X	X		N/A
Address Search:				
Full field advanced search			X	2Q2029
Limited field searching (approx. 16 fields)	X	X		N/A
Phone/email/social media ID search:				
Full field advanced search			X	2Q2029
Limited field searching (2 fields)	X	X		N/A
Browse navigation:				
Person:				
Browse navigation	X	X	X	N/A
Display photos	X	X	X	N/A
Expand person details inline and involved occurrences in search results			X	N/A
Ability to view all linked person data	X	X	X	N/A
Occurrence:				

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Browse navigation	X	X	X	N/A
Field Interview:				
Browse navigation	X	X	X	N/A
Vehicle:				
Browse navigation	X	X	X	N/A
Property:				
Browse navigation	X	X	X	N/A
Address:				
Browse navigation	X	X	X	N/A
Phone/Email/social media ID:				
Browse navigation	X	X	X	N/A
Officer/unit:				
Browse navigation	X	X	X	N/A
Occurrence Guided entry form and Field Interview guided entry form				
Field Interview Guided entry form (GEF) - data capture	X	X	X	N/A
Field interview copying	X	X	X	N/A
Occurrence Guided entry form (GEF) - data capture	X	X	X	N/A
Occurrence copying	X	X	X	N/A
Business rules/Check Occurrence	X	X	X	N/A
Assistant rules	X	X	X	N/A
Occurrence IDs	X	X	X	N/A
Apply Access control lists	X	X	X	N/A
FIBRS - Data collection	X	X	X	N/A
Conclude/Unconclude	X	X	X	N/A
Merge/Unmerge	X	X	X	N/A
View Last CAD event button	X	X	X	N/A
Print Last CAD event	X	X	X	N/A
Occurrence reports			X	4Q2028
Use of force report - data capture	X	X	X	N/A
Use of force report - printing			X	4Q2028
Incident MO Report - data capture	X	X	X	N/A
Incident MO Report - printing			X	4Q2028
Domestic Violence - data capture	X	X	X	N/A
Domestic Violence - printing			X	4Q2028
DUI/DWI - data capture	X	X	X	N/A
DUI/DWI - printing			X	4Q2028
Pursuits - data capture	X	X	X	N/A
Pursuits - printing			X	4Q2028
Address information:				
Searching, linking, creation	X	X	X	N/A

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Address verification using NicheRMS NAV	X	X	X	N/A
Person information:				
Searching, linking, creation	X	X	X	N/A
DL Scanning using device's camera	X	X	X	N/A
DL Scanning using peripheral device			X	N/A
Name	X	X	X	N/A
Info	X	X	X	N/A
Employment info	X	X	X	N/A
Person Description:				
Full Description	X	X	X	N/A
Mugshot image capture using device's built in camera	X	X	X	N/A
Mugshot capture using an external camera device			X	N/A
Mugshot image importing	X	X	X	N/A
Tattoo entry with body outline map	X	X	X	3Q2027
Tattoo entry without body outline - list instead	X	X	X	N/A
Phone #	X	X	X	N/A
Phone/Email/social media ID	X	X	X	N/A
Address	X	X	X	N/A
Gang/club	X	X	X	N/A
Add contact person/organization	X	X	X	N/A
Cautions	X	X	X	N/A
Flags	X	X	X	N/A
Person Reports:				4Q2028
Ident/fingerprint - data entry	X	X	X	N/A
Ident/fingerprint - Printing			X	4Q2028
Homicide/Sudden Death - data entry	X	X	X	N/A
Homicide/Sudden Death - Printing			X	4Q2028
External document person report(s) without MS Word document filling - NXC Forms - data entry	X	X	X	N/A
External document person report(s) without MS Word document filling - NXC Forms - printing via XSLT Output report	X	X	X	N/A
External document person report(s) with MS Word document filling - data entry			X	4Q2028
External document person report(s) with MS Word document filling - printing			X	4Q2028

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Witness statement (Scanned) - data entry			X	4Q2028
Witness statement (Scanned) - printing			X	4Q2028
Witness statement/Will say - data entry	X	X	X	N/A
Witness statement/Will say - printing			X	4Q2028
Orders of protection - data entry	X	X	X	N/A
Orders of protection - printing			X	4Q2028
Sex Offender - data entry	X	X	X	N/A
Sex Offender - printing			X	4Q2028
Involved Organization and criminal organization:				
Searching, linking, creation	X	X	X	N/A
Gang creation	X	X	X	N/A
Gang member creation and linking	X	X	X	N/A
Link Visualization			X	4Q2028
Vehicle:				
Searching, linking, creation	X	X	X	N/A
Property:				
Searching, linking, creation	X	X	X	N/A
Bicycle registration - data entry	X	X	X	N/A
Bicycle registration - printing			X	4Q2028
Citation Guided entry form				
Citation - data entry	X	X	X	N/A
DL Scanning using device's camera	X	X	X	N/A
DL Scanning using peripheral device			X	N/A
Citation - printing (XSLT Output report)	X	X	X	3Q2027
Offline use			X	N/A
MVC Guided entry form				
Integration with external traffic accident drawing tool			X	N/A
MVC report - data entry	X	X	X	N/A
MVC report - printing (XSLT Output report)	X	X	X	3Q2027
Impounded vehicle/Vehicle tow report (XSLT Output report)	X	X	X	3Q2027
Offline use			X	N/A
Strategic Investigation (CI management)			X	2Q2029
Missing persons				
Report creation and data entry	X	X	X	N/A
Report printing			X	N/A

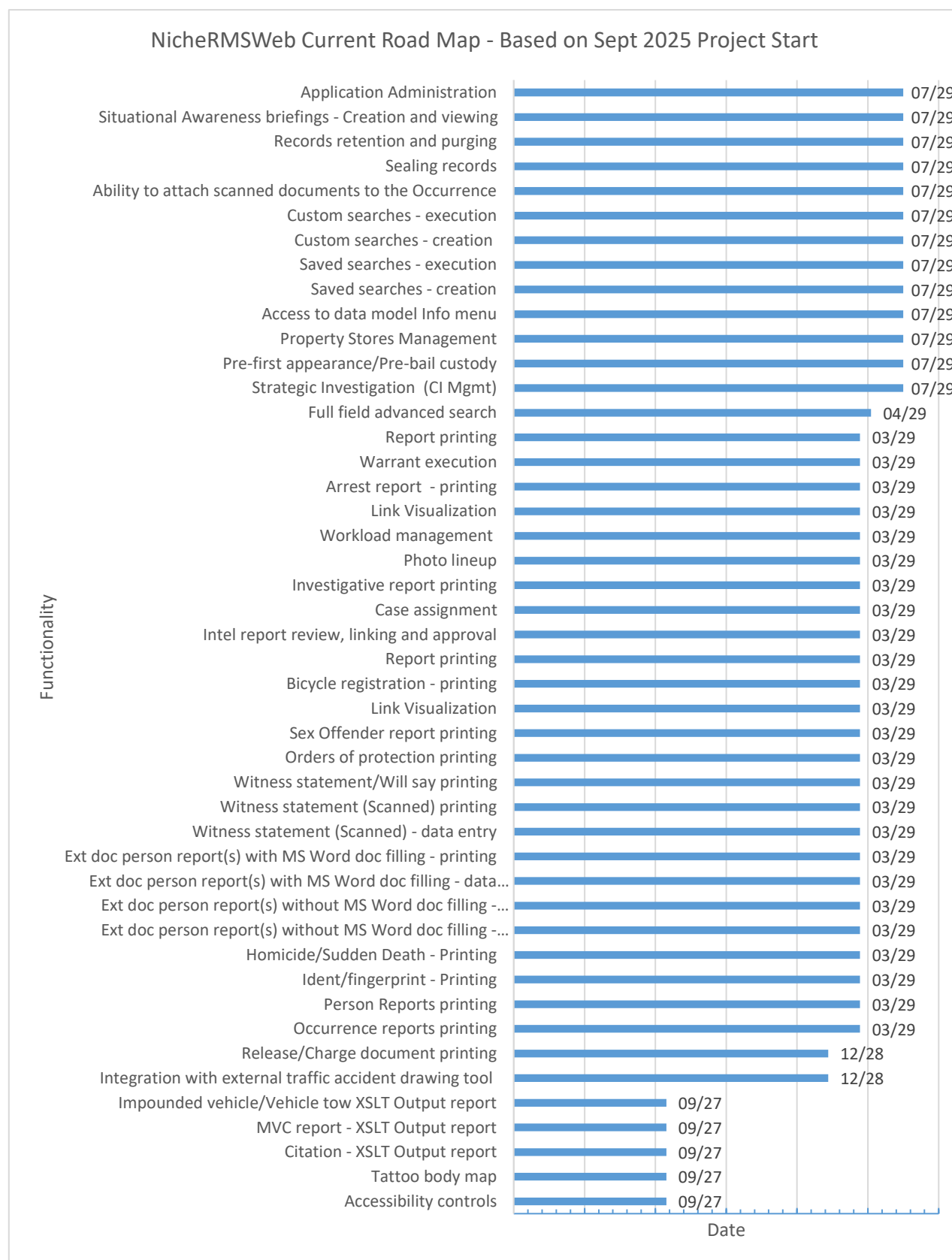
Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Intelligence				
Report creation and data entry	X	X	X	N/A
Report printing			X	4Q2028
Intelligence report review, linking and approval			X	4Q2028
Investigative Case Management				
Investigative Log Entries	X	X	X	N/A
Case assignment			X	4Q2028
Workflow	X	X	X	N/A
Investigative report printing			X	4Q2028
Photo lineup			X	4Q2028
Associating Incidents	X	X	X	N/D
Workload management			X	4Q2028
Link Visualization			X	4Q2028
Arrest and charging process			X	
Arrest report - data entry	X	X	X	N/A
Charges and charge wording	X	X	X	N/A
Multi-Arrest function	X	X	X	N/A
Arrest report - printing			X	4Q2028
Release document - creation	X	X	X	N/A
Release/Charge document - printing			X	3Q2027
Pre-first appearance/Pre-bail custody			X	2Q2029
Viewing pre-bail custody report	X	X	X	N/A
Cell whiteboard			X	2Q2029
Custody arrestee management			X	2Q2029
Cell management			X	2Q2029
Risk assessments			X	2Q2029
Medication tracking			X	2Q2029
Arrestee property tracking			X	2Q2029
Temporary absence management			X	2Q2029
Pre-bail custody report printing			X	2Q2029
Case folder/Filing Package (Disclosure)				
Searching, linking, creation	X	X	X	N/A
PDF rendering of case materials			X	N/A
PDF Redaction of case materials			X	N/A
Generation of Case file package			X	N/A
Supervisor review and approval			X	
Civil Process				
Report creation and data entry	X	X	X	N/A
Service attempt tracking	X	X	X	N/A
Scanning paper court documents			X	N/A
Report printing			X	N/A
FIBRS Submission			X	N/A

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Warrants				N/A
Warrant creation and data entry	X	X	X	N/A
Warrant flags	X	X	X	N/A
Warrant workflow	X	X	X	N/A
Warrant execution			X	4Q2028
Report printing			X	N/A
Licenses and permits			X	
Report creation and data entry	X	X	X	N/A
Report printing			X	N/A
Property Stores Management			X	2Q2029
Property Tagging - printing the tag			X	2Q2029
Property Log Viewing			X	2Q2029
Property stores movement logs			X	2Q2029
Property containment			X	2Q2029
Property receipt printing			X	2Q2029
Other Functionality:				
NicheRMS External Document filling of MS Word templates for legal documents			X	N/A
Inline expansion			X	N/A
Offline use for Officer notes only	X	X	X	3Q2026
Shortcut to expand all sections of the displayed window			X	N/A
Full text searching	X	X	X	N/A
Access to data model Info menu			X	2Q2029
Multi-window support for power users			X	N/A
Saved searches - creation			X	2Q2029
Saved searches - execution			X	2Q2029
Custom searches - creation			X	2Q2029
Custom searches - execution			X	2Q2029
Printing XSLT output reports			X	N/A
Ability to attach scanned documents to the Occurrence			X	2Q2029
Sealing records			X	2Q2029
Records retention and purging			X	2Q2029
Situational Awareness briefings - Creation and viewing			X	2Q2029
Usability tuning	X	X		N/A
Interfaces				
Access to NicheRMS Plugins			X	N/A
Axon Evidence.com			X	N/A
Datamaxx			X	N/A
Power BI - Reporting and analytics			X	N/A

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
External mapping tool - ESRI			X	N/A
Personnel (HR) Interface			X	N/A
LInX			X	N/A
FCIC/NCIC (Datamaxx)			X	3Q2027
Driver and Vehicle Database (DAVID) System (Datamaxx)			X	N/A
CAD – Motorola Premier 1				N/A
Warrants				N/A
e-citation				N/A
Crash				N/A
Generic Web Service API				N/A
Application configuration/Administration			X	2Q2029
System parameters			X	2Q2029
Input forms (NXC's)			X	2Q2029
Microsoft Word templates			X	2Q2029
Output reports			X	2Q2029
Investigative Log Rich Text Templates			X	2Q2029
NIBRS/UCR Statistical offence code management			X	2Q2029
Charges			X	2Q2029
Arrest reasons			X	2Q2029
Standard occurrence types			X	2Q2029
Standard code tables			X	2Q2029
Property Storage Locations			X	2Q2029
Custody log entries			X	2Q2029
Case file assembly templates			X	2Q2029
Organizational unit management			X	2Q2029
Employee loading and management			X	2Q2029
Access control lists (ACL)			X	2Q2029
Data classifications			X	2Q2029
Task Workflow Configuration			X	2Q2029
Occurrence type report groups			X	2Q2029
Niche Address Validation (NAV) loading			X	2Q2029
Roles (Niche Access Control (NAC)			X	2Q2029
Client .ini files Accessibility controls			X	2Q2027
NicheRMS Updater			X	N/A
Audit Log setup and loading			X	N/A
NicheRMS Property Management Inventory software			X	N/A
Broadcast message generation	X	X	X	N/A
Access to NicheRMS NMLView (NicheRMS' data dictionary)			X	N/A

Functions	NicheRMSWeb - Mobile	NicheRMSWeb - Desktop	NicheRMS Installed App	Web Version Delivery Date
Peripheral hardware setup			X	N/A
Bulk document loader app			X	N/A

Appendix 5



**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.

Payment Milestones

Contractor shall invoice County for the Milestones stated below only upon County's written notice of acceptance of the applicable Milestone.

No.	Description	Percentage of Contract Price	Milestone Amount*
1	Project Kickoff	20%	\$769,673.80
2	Completion of Phase II	20%	\$769,673.80
3	Completion of Phase IV	10%	\$384,836.90
4	Completion of Phase VI	10%	\$384,836.90
5	Completion of Phase VIII for first Agency	20%	\$769,673.80
6	Final Acceptance	20%	\$769,673.80
Total:		100%	\$3,848,369.00

Integration and Implementation Services Fees (One-time fees; included in Payment Milestones chart above; stated here for informational purposes only)

Description	Onsite/ Remote	Units	Cost Per Unit	Not-to-Exceed Costs
One week of initial discovery. Business process mapping and analysis/requirements	Onsite	1	\$12,000.00	\$12,000.00
Current state business process mapping - 4 days x 4 weeks	Onsite	4	\$12,000.00	\$48,000.00
Future state business process mapping - 4 days x 4 weeks	Onsite	4	\$12,000.00	\$48,000.00
One day of command staff project kick off. Executive report from business process mapping/analysis and project strategy (8 hours)	Onsite	1	\$9,000.00	\$9,000.00
Operational configuration services throughout the project to meet County business/operation needs. Price per day,	Remote	40	\$2,000.00	\$80,000.00

Description	Onsite/ Remote	Units	Cost Per Unit	Not-to- Exceed Costs
assuming 10 weeks (4 days per week) throughout integration phases				
Technical assistance for XSLT report writing (i.e., output reports) and NXC building (i.e., input reports) (4 days x 4 weeks)	Remote	4	\$10,000.00	\$40,000.00
Two weeks configuration refinement	Onsite	2	\$12,000.00	\$24,000.00
Go-Live hypercare - 2 Contractor project managers (1 week each)	Onsite	2	\$12,000.00	\$24,000.00
8 days, 1 project manager, quarterly Executive update meetings, targeting specific topics as designated by County	Onsite	8	\$3,000.00	\$24,000.00
Anticipated time of 2 weeks (4 days/week); flexible time as needs arise during implementation, as determined by County.	Onsite	2	\$12,000.00	\$24,000.00
Technical System installation Services (project implementation)	Onsite & remote	-	\$2000.00/day \$286/hour	\$180,752.00
TOTAL NOT-TO-EXCEED INTEGRATION AND IMPLEMENTATION COSTS				\$513,752.00

* The fees for Integration and Implementation Services are included in the Payment Milestones table above. Notwithstanding the inclusion of such fees in the Milestone amounts, Contractor shall only invoice County for actual hours worked and actual costs incurred in performing the Integration and Implementation Services, up to the applicable not-to-exceed amounts identified in the Integration and Implementation Services table. As such, Milestone 6, Final Acceptance, is subject to adjustment based on the final actual costs incurred by Contractor in performing Integration and Implementation Services. If the actual Integration and Implementation Services costs are less than the amounts allocated within the Payment Milestones, the amount invoiced by Contractor under Milestone 6 shall be reduced accordingly. Contractor shall provide County with detailed documentation of all hours worked and costs incurred in connection with the Integration and Implementation Services to support any invoice or adjustment.

Initial License Costs for Included Agencies (included in Payment Milestones chart above; stated here for informational purposes only)

Agency	No. of Licenses *	Cost Per License	Total Cost
BSO	1,384	\$1,299.00	\$1,797,816.00
Hallandale Beach	76	\$1,299.00	\$98,724.00
Hollywood	376	\$1,299.00	\$488,424.00
Lauderhill	91	\$1,299.00	\$118,209.00
Margate	90	\$1,299.00	\$116,910.00
Sunrise	215	\$1,299.00	\$279,285.00
Wilton Manors	36	\$1,299.00	\$46,764.00

Agency	No. of Licenses *	Cost Per License	Total Cost
Sea Ranch Lakes	15	\$1,299.00	\$19,485.00
License subtotal	2,283		\$2,965,617.00

*County determined license counts through audit of current LRMS, invoicing from current LRMS vendor, and discussions with the applicable Agencies on sworn officer counts.

Additional Licenses for Included Agencies: If the total number of sworn officers in Broward County increases by 50 or more compared to the number of licenses stated in the table above, additional licenses must be purchased at the rates specified in this Exhibit B (i.e., the cost per license). Each Agency shall pay be responsible pro rata (if applicable) for its share of the increased number of licenses. No additional amounts shall be due for changes of less than 50 licenses in the aggregate.

Licenses for Excluded Agencies: If other agencies use the Software to maintain their own records, additional licenses must be purchased for each sworn officer in those agencies as specified herein. Upon payment of the license fee (i.e., \$1,299 per license), the applicable agencies will be deemed an Authorized User under this Agreement. Each new agency must purchase licenses based on its own sworn officer count, regardless of whether the total license count stated herein (i.e., 2,283) increases by 50 or more. After Final Acceptance, the Agency's rights and obligations for Support and Maintenance Services and fees begin immediately upon expiration of the Warranty Period and if the Warranty Period is expired, then immediately upon issuance of Final Acceptance.

Training and Interface Creation (included in Payment Milestones chart above; stated here for informational purposes only)

Description	Cost	Total Cost
Training	-	\$126,000.00
CAD - Motorola Premiere 1	Included	\$0
Personnel	Included	\$0
Axon Evidence.com	Included	\$0
LInX	Included	\$0
Microsoft Active Directory/ADFS/SSO/Oauth2	Included	\$0
FIBRS	Included	\$0
Generic Web Service API	Included	\$0
Lexis Nexis	Included	\$0
Link to County's legacy LRMS	Included	\$0
FCIC/NCIC	Datamaxx	\$57,625.00
Warrants	Datamaxx	\$45,375.00
eCitation (capped amount; services tracked and actual time invoiced)	\$2000/day	\$70,000.00
Crash (capped amount; services tracked and actual time invoiced)	\$2000/day	\$70,000.00

Software Support and Maintenance for Included Agencies (stated here for informational purposes only; County is not responsible for payment of Software Support and Maintenance Fees for Agencies)

Agency	Sworn Officers	Cost Per Unit	Cost
BSO	1,384	\$259.80	\$359,563.20
Hallandale Beach	76	\$259.80	\$19,744.80
Hollywood	376	\$259.80	\$97,684.80
Lauderhill	91	\$259.80	\$23,641.80
Margate	90	\$259.80	\$23,382.00
Sunrise	215	\$259.80	\$55,857.00
Wilton Manors	36	\$259.80	\$9,352.80
Sea Ranch Lakes	15	\$259.80	\$3,897.00
ANNUAL SUPPORT AND MAINTENANCE TOTAL	2,283		\$593,123.40

Payment of Software Support and Maintenance: Software Support and Maintenance Services Fees shall commence upon expiration of the Warranty Period and each Agency is solely responsible for payment of the applicable Software Support and Maintenance Fees. Contractor shall invoice each Agency at least thirty (30) days before payment due date. The Parties acknowledge and agree that County shall have no obligation, responsibility, or liability for the payment of any Software Support and Maintenance Fees on behalf of any Agency.

Contractor may, on an annual basis, seek reasonable verification and assurances from County and/or from any Agency within Broward County on the number of sworn officers.

Software Support and Maintenance for Excluded Agencies. The Software Support and Maintenance Services Fee for any Excluded Agency is \$259.80 per license, subject to the price escalation provision below.

Interface Support and Maintenance Fees (County responsible for payment)

Description	Cost
FCIC/NCIC	\$27,375.00
Warrants	\$15,125.00
ANNUAL SUPPORT AND MAINTENANCE TOTAL	\$42,500

Payment of Interface Support and Maintenance. County shall be responsible for the payment of Interface Support and Maintenance Fees for the interfaces stated in the table above. Interface Support and Maintenance Fees shall commence upon expiration of the Warranty Period.

Optional Services (pricing as stated below unless otherwise stated in the applicable Work Authorization)

Description	Unit/Term	Invoicing	Fee
Professional Services (remote)	Hourly	As stated in the applicable Work Authorization	\$286/hour (\$2000/day)
Training (in person)	1 Day	As stated in the applicable Work Authorization	\$3,000/1 day
10-hour blocks of XSLT or NXC professional services; flexible time.	10-hour block	As stated in the applicable Work Authorization	\$3,500/block
Training (virtual)	Live Webinar/recording	As stated in the applicable Work Authorization	\$173/hour

Price Escalation: All fees and amounts stated in this Exhibit B are fixed for two years after the date of Final Acceptance for the first Included Agency. Beginning two years after the date of Final Acceptance for the first Included Agency, Contractor may request an annual price adjustment for any of the fees stated herein by submitting the request in writing to the applicable Agency at least ninety (90) days prior to the start of the next billing cycle. Such request must be accompanied by documentation to substantiate the need for a price adjustment.

Any annual price adjustment will be consistent with the Consumer Price Index (“CPI”). The CPI data will be obtained from the U.S. Bureau of Labor Statistics’ table for CPI for All Urban Consumers (“CPI-U”), All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted or as amended or replaced by the agency. The CPI price adjustment percentage is calculated as follows: the difference of the CPI current period less the CPI previous period, divided by the CPI previous period, times 100. The CPI current period means the most recently published monthly index prior to Agreement’s annual anniversary. The CPI previous period means for the same month of the prior year. The CPI price adjustment percentage for any year will not exceed a maximum change of three percent (3%).

Exhibit C Security Requirements

1. Definitions

1.1. County Confidential Information means any County Data that includes employee information, financial information, protected health information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, an individual's biometrics and geolocation, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body, including without limitation Section 501.171, Florida Statutes).

1.2. County Data means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or subcontractors and any third parties, or made available or provided by County or its subcontractors and any third parties to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

1.3. Equipment means the hardware being provided by Contractor under the Agreement.

1.4. Software means software provided or licensed by Contractor pursuant to the Agreement.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

2. County Network Access

2.1. County Network Access. If Contractor will have access to any aspect of County's network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

2.1.1. comply at all times with all applicable County access and security standards, regulatory requirements, policies, and procedures related to County's network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;

2.1.2. provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards;

2.1.3. provide privacy and cybersecurity training to its employees with access to County's network upon hire and at least once annually; and

2.1.4. notify County of any terminations or separations of Contractor's employees who had access to County's network.

In addition, for any remote access to County's network, Contractor must:

2.1.5. utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks, Multi-Factor Authentication (MFA), passphrases), and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;

2.1.6. utilize only connections that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing; unencrypted third-party public WiFi networks are not permitted to be used to connect to County's network; ·

2.1.7. utilize only equipment that contains antivirus protection software with current signatures, a currently supported and fully patched operating system, firmware, and third-party applications that are configured for least privileged access;

2.1.8. utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and

2.1.9. activate remote access from Contractor and its approved Subcontractors into the County network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required Services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

3. Data and Privacy

Data and Privacy. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171 and Chapter 119, and shall ensure that County Data processed, transmitted, or stored by Contractor or in Contractor's system is not accessed, transmitted or stored outside the United States or Canada. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification or cybersecurity incident information (as defined by Florida Statutes

Sections 501.171, 817.568, or 817.5685, or Chapter 119, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and reasonably requested by County, Contractor shall use best efforts ensure that all hard drives or other storage devices and media that contained County Data have been wiped of County Data 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.

4. Cybersecurity Incidents

Cybersecurity Incidents. Contractor shall report any cybersecurity incident or random incident (as those terms are defined in Section 282.0041, Florida Statutes) impacting or relating to County Data (including but not limited to servers or fail-over servers) to County, including the details required by Section 282.3185(5)(a), in sufficient time to reasonably permit County to timely comply with any required reporting under Section 282.3185(b) and no later than twenty-four (24) hours after becoming aware of such breach (or such shorter time period as may be required under applicable law), unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications.

5. Managed or Professional Services

5.1. Managed or Professional Services. To the extent applicable to the Services being provided by Contractor under the Agreement:

5.1.1. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Confidential Data. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed Services under the Agreement and who had access to County Confidential Information or the County network.

5.1.2. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO.

5.1.3. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

6. System and Organization Controls (SOC) Report

System and Organization Controls (SOC) Report. If applicable to Contractor's Services and requested by County, Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), or a sworn declaration certifying Contractor has obtained the referenced SOC 2 Type II Report and listing all complementary user entity controls (CEUCs) identified therein, prior to commencement of the Agreement and on an annual basis during the Agreement, unless this requirement is waived or substitute documentation is accepted in writing by the County's CIO or designee. However, the Parties acknowledge that under the Agreement Contractor does not host, store, maintain or maintain County Data; rather, the System (including all data) is maintained and backed up by County on premises in Broward County

7. Software Installed in County's Network

7.1. Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

7.1.1. advise County of all versions of any third-party software (e.g., Java, Adobe Reader) to be installed and support updates for critical and high-risk vulnerabilities discovered in applicable third-party or open source software;

7.1.2. ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;

7.1.3. develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;

7.1.4. mitigate critical and high-risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, and medium-risk vulnerabilities within 60 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;

7.1.5. ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;

7.1.6. ensure software connectivity to database systems can be configured to integrate with Active Directory (AD);

7.1.7. ensure the Software is not within three (3) years from its end-of-life date and provide County with end-of-life-schedules for all applicable Software;

7.1.8. support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for County Confidential Data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and

7.1.9. upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

8. Equipment Leased or Purchased from Contractor

8.1. Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

8.1.1. ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

8.1.2. ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;

8.1.3. shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high risk vulnerability, and within sixty (60) days after identification of a medium risk vulnerability and notify County of proposed mitigation steps taken;

8.1.4. develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;

8.1.5. upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

8.1.6. ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

8.1.7. (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the OEM's website; and

8.1.8. (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

9. Payment Card Industry (PCI) Compliance

9.1. Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

9.1.1. comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;

9.1.2. maintain PCI DSS compliance for the duration of the Agreement;

9.1.3. prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);

9.1.4. maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;

9.1.5. follow Open Web Application Security Project (OWASP) for secure coding and transmission of cardholder data only to the extent Contractor provides a payment application;

9.1.6. immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;

9.1.7. activate remote access from Contractor and its approved Subcontractors into County's network only to the extent necessary to perform Services under this Agreement, deactivating such access immediately after use; and

9.1.8. maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard, whichever is higher.

10. HIPAA Compliance

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. 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.

11. Application Development Services

Application Development Services. To the extent applicable to the Services being provided by Contractor under the Agreement, Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, if application development services are performed by Contractor augmented staff on behalf of County, staff must strictly follow and adhere to the County's established application development policies, process, procedures, practices and standards. Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County. The Parties acknowledge and agree that unless otherwise modified by a subsequent Work Authorization, this Agreement does not contemplate or intend that any application development services are being performed by Contractor augmented staff on behalf of County.

Exhibit D
Niche Service Level Agreement (“SLA”)

Contractor shall provide County with sufficiently high service levels of support and maintenance under the Agreement so as to maintain optimal performance of the Software as governed by and set forth below in the specific service level terms and conditions of this SLA.

Capitalized terms not expressly defined in this SLA shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

1. SERVICE LEVELS

1.1. SERVICES COVERED UNDER THE SLA

Contractor will supply the following services during the Term, such as maintenance and support services following implementation and acceptance of the Software:

- Database analysis and diagnostics (via remote access)
- Fault diagnosis
- Technical assistance and fault rectification (including fault management with associated service levels and performance guarantees)
- Software maintenance and support
- Software updates, including patches, revisions, and full version releases.
- Support organization, including for 24/7 urgent call requests
- Routine notification to County as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

1.2. SERVICE LEVEL DEFINITIONS

- 1.2.1. **“Assignment of Priority.”** Assignment of calls to Priority Categories. At the outset, this is the responsibility of County in discussion and consultation with Contractor, and it requires reasonable agreement between the Parties under the circumstances. Any Call or Request may be re-categorized by County, in discussion with Contractor, at any time.
- 1.2.2. **“Call”** or a Request is the initial request for support from County to Contractor. As determined by County initially, a Call or Request may be Urgent (defined as Priority 1 and Priority 2) or may be Non-urgent (Priority 3 and Priority 4). The method by which County contacts Contractor depends on the urgency (*i.e.*, Priority Level).
- 1.2.3. **“Closed” or “Closure.”** Closure of a Call or Request means that the Resolution of a reported issue has been delivered or the issue has been fixed and Closed. It also means mutual agreement by the Parties that the issue has been resolved, fully addressed or abandoned.
 - Calls that are awaiting additional information from County for more than thirty (30) days (and where consequently there is no activity) are deemed

abandoned and shall automatically be assigned the status of Closed.

- 1.2.4. **“Fault”** The term fault refers issues or problems that may be raised by County. See Section 3.1. The term fault (along with similar and related terms such as issue, bug, problem, or concern) is not capitalized herein. The term fault does not connote blame in the SLA.
- 1.2.5. **“Fault Call”** Is a Call or Request that is assigned a Priority Level and is distinguished from a Technical Call which requires technical assistance in using the Software. See Section 4.3.
- 1.2.6. **“Initial Resolution”** means that an initial and sometimes temporary course of action or outcome of the reported issue has been agreed upon by the Parties, which may be a Workaround or temporary fix until a permanent solution can be provided. This may be no more than a remedial measure to lessen the severity of the priority of the problem to Priority 3-Low or 4-Nuisance and to provide more time to investigate and devise a permanent resolution. In some instances, an Initial Resolution may constitute an agreement that a Patch will be implemented on an agreed timetable. Where the Initial Resolution is any agreed solution constituting a temporary Workaround or future Patch, an action plan to provide a full solution will be agreed by the Parties, as appropriate under the circumstances.
- 1.2.7. **“Initial Response”** is the first communication (typically by telephone) from Contractor in reply to a reported issue (a Call or Request) by County. The Initial Response indicates its current status and the response action being taken. This Initial Response shall be considered an acknowledgement by Contractor that the reported issue is being progressed and work is underway to resolve it. The Initial Response may be from Contractor’s Support Organization involving an attempt to gather more detailed information or to provide a Resolution remotely.
- 1.2.8. **“Initial Resolution Targets”** are the agreed timetables for Initial Resolution depending on Priority Level. See Sections 5.1, 5.2 & 5.3.
- 1.2.9. **“Logged.”** When Call or Request is Logged, Contractor will allocate a unique Reference Number (including via email response) which will be made available to County and against which all information relevant to the Call or request can be accessed.
- 1.2.10. **Non-urgent Requests** are Calls or Requests to Contractor that have Priority Level 3-Low or 4-Nuisance, which County may notify Contractor by email or by telephone (but not to the 24/7 support telephone number outside of normal business hours in Winnipeg, Canada).
- 1.2.11. **“Patch”** a Software update issued to resolve a fault. This will be provided to County within the specified service response time. See Section 9.

- 1.2.12. **“Priority,” “Category,” or “Priority Level.”** The following service level definitions are used in the management of reported issues from County once they are logged by Contractor organization from call to through closure. These definitions are used in setting priority according to the severity of the problem.

Priority	Category	Possible Problem Types
1	High	The System is not operational, or one or more core business functions are not operational (“1-High”).
2	Medium	The System is operational but in a degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions (“2-Medium”).
3	Low	The System is operational, and users can use the System. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, <i>etc.</i> (“3-Low”).
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout, or spelling problems, <i>etc.</i> (“4- Nuisance”).

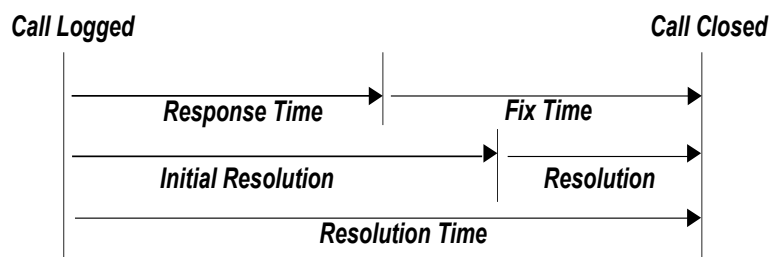
- 1.2.13. **“Reference Number”** a unique number provided to County when a Call or Request is Logged, which shall be used in any further communication concerning that particular fault. See Section 4.4.
- 1.2.14. **“Release”** is a scheduled software maintenance Release which may include a build, update, or group of Patches. See Section 9.1 & 9.4.
- 1.2.15. **“Request” or Call** is the initial request for support from County to Contractor. As determined by County initially, a Call or Request may be Urgent (defined as Priority 1 and Priority 2) or may be Non-urgent (Priority 3 and Priority 4). The method of contacting Contractor depends on the urgency (*i.e.*, Priority Level).
- 1.2.16. **“Remote Access”** permits Contractor will gain access to County’s system (*i.e.*, County’s relevant hardware or computer system(s) used with the licensed Software) for the purpose of monitoring and diagnosing remotely using an Internet-based VPN solution. See Section 2.
- 1.2.17. **“Resolution”** means that a permanent course of action or outcome of the reported issue has been agreed or accomplished, such that it is Closed, which

may occur following the first step of Initial Resolution. Resolution will occur when one or more of the following are agreed:

- Reported failure is corrected or fixed;
- Additional education, explanation or information is provided;
- Technical inquiry is answered;
- A mutually agreed alternative or Workaround is provided (and no further action or solution is requested or necessary);
- Issue is referred back to County or others for resolution;
- Issue requires submission as a change order or ticket such as a Work Authorization (*see* Ex. F to Agreement).
- Enhancement to County's network or other equipment is required. In consultation with Contractor, this will be identified by County's internal IT service team and directed to the relevant parties for resolution.
- Issue or problem is identified as a defect in County equipment or software. In consultation with Contractor, this will be identified by the County's internal IT service team and directed to the relevant parties for resolution.

1.2.18. **"Resolution Time"** is the elapsed time from when the Call is Logged to when a Resolution is achieved, and the call is thereby **"Closed."**

1.2.19. **"Response Time"** is the elapsed time from when the Call is Logged to the Initial Response (*i.e.*, the first responsive communication). The following timetable illustrates that Response Time, Initial Resolution, final Resolution, and Resolution Time may refer to different time periods during a problem fix, for example, when a Workaround occurs as part of a problem fix prior to final Resolution. However, each issue or situation may vary based on circumstances.



1.2.20. **"Service Levels"** are synonymous with Priority Levels.

1.2.21. **"Software Change"** is used in the context of fault being identified within the Software that must be fixed, based on Priority Level. The Software Change may include a Patch or Release. *See* Section 6.

- 1.3. **“System Availability”** is defined (see Section 7) as the fraction of the time that the major business-critical functions of the System are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software including Releases or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime. The following calculation will be used:

$$A = (T_p - T_s - T_u) / (T_p - T_s) \times 100\%$$

Where:

- A is the availability of the System (expressed as a percentage)
- T_p is the total amount of time in the measurement period
- T_s is the total scheduled downtime in the measurement period
- T_u is the total unscheduled downtime in the measurement period (*i.e.* Priority 1 problem)

For example, if, in a 30-day month (720 hours), the System had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:

$$A = (720 - 2 - 3) / (720 - 2) = 99.58\%$$

- 1.3.1. **“Technical Access Call”** is distinguished from a Fault Call. A Technical Call may require technical assistance to County in using the Software, whereas a Fault Call is assigned a Priority Level. See Section 4.3.
- 1.3.2. **“Urgent Requests”** are Calls or Requests to Contractor that have Priority Levels 1-High and 2-Medium, which shall (*i.e.*, must) be notified and reported in a telephone Call to Contractor, including the 24/7 support telephone number. See Section 3.3.
- 1.3.3. **“Workaround.”** The provision of an acceptable temporary workaround that ameliorates the business effect of a problem will result in a lowering of the Category and Priority Level to 3-Low. A workaround that essentially removes the negative business impact of an issue or fault will reduce the Priority Level to 4-Nuisance.

1.4. SUPPORT ORGANIZATION

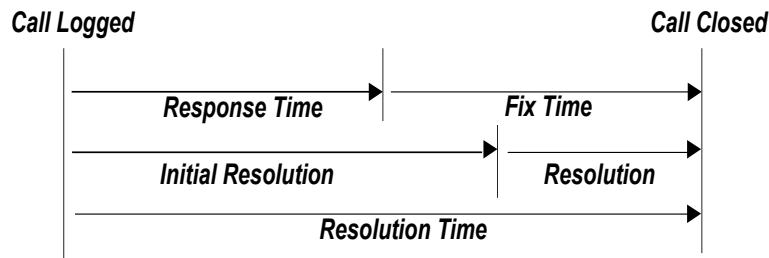
- 1.4.1. Contractor will provide a single 24-hour support telephone number and an email address for logging all Calls and Requests for support from County. The method by which County contacts Contractor with Requests depends on the Priority Level (defined below) of the Request.
- 1.4.2. Contractor will ensure that the support telephone number is monitored on a 24/7 basis including all public holidays, either by on-duty staff or via an automated paging system.

- 1.4.3. All Urgent Requests for support (defined as Priority 1 and Priority 2 in the table below) must be notified by telephone Call by County to Contractor's support telephone.
- 1.4.4. All Non-urgent Requests (defined as Priority 3 and Priority 4 in the table below) may be notified by e-mail or by telephone and County will use best efforts to ensure the 24/7 support telephone number is not called outside normal business hours in Winnipeg, Canada (see Section 3).
- 1.4.5. Contractor will allocate a unique reference number when a Call is Logged (or when an email response is provided), which will be made available to County and against which all information relevant to the Call or request can be accessed.
- 1.4.6. Contractor will provide technical advice and support as necessary to resolve County's difficulties and queries in using the Software and to ensure County's uses the Software correctly and avoids problems.
- 1.4.7. County will ensure that only authorized County personnel or authorized personnel of an Agency (e.g., its trainers, project managers and their support staff) contact Contractor).
- 1.4.8. Contractor will ensure that it retains sufficient in-house skills to maintain and support the Software for the duration of the Agreement to meet the defined service levels of this SLA and the Agreement
- 1.4.9. Service Levels (i.e., Priority Levels) are used in the management of reported issues from County once they are logged by Contractor organization from call to through closure. These levels are used in consultation with Contractor's Support Organization in setting priority according to the severity of the problem.

Priority	Category	Possible Problem Types
1	High	The System is not operational, or one or more core business functions are not operational (" 1-High ").
2	Medium	The System is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions (" 2-Medium ").
3	Low	The System is operational, and users can use the System. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, etc. (" 3-Low ").

Priority	Category	Possible Problem Types
4	Nuisance	No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, etc. (" 4- Nuisance ").

- 1.4.10. Assignment of Priority of Calls to Service Levels will be the responsibility of County in discussion and consultation with Contractor, and will require reasonable agreement. Any Call or Request may be re-categorized by County, in discussion with Contractor, at any time.
- 1.4.11. The provision of an acceptable temporary Workaround that ameliorates the business effect of a problem will result in a lowering of the Category and Priority Level to 3-Low. A Workaround that essentially removes the negative business impact of an issue or fault will reduce the Priority Level to 4-Nuisance.
- An Initial Response from Contractor will indicate the current status and response being taken, and it shall be considered an acknowledgement by Contractor that the reported issue is being progressed and work is underway to resolve it. The Initial Response may be from Contractor's Support Organization involving an attempt to gather more detailed information or to provide a Resolution remotely.
 - An Initial Resolution may involve a temporary course of action or outcome of the reported issue has been agreed, which may be a Workaround or temporary fix until a permanent solution can be provided.
 - As part of the Initial Response, a Workaround may be no more than a remedial measure to lessen the severity of the priority of the problem to 3-Low or 4-Nuisance and to provide more time to investigate and devise a permanent resolution.
 - In some instances, an Initial Resolution may constitute an agreement that a Patch will be implemented on an agreed timetable.
 - Where the Initial Resolution is any agreed solution constituting a temporary Workaround or future Patch, an action plan to provide a full solution will be agreed by both Parties, as appropriate under the circumstances.
- 1.4.12. Contractor will continue to seek final Resolution and Closure, as defined herein, such as with a permanent course of action, or with agreement that outcome of the reported issue has been accomplished. Resolution may occur following the first step of Initial Resolution. The following timetable illustrates that Response Time, Initial Resolution, final Resolution, and Resolution Time may refer to different time periods during a problem fix, for example, when a Workaround occurs as part of a problem fix prior to final Resolution. However, each issue or situation may vary based on circumstances.



- 1.4.13. Calls that are awaiting additional information from the County for more than thirty (30) days and where consequently there is no activity are deemed abandoned and shall automatically be assigned the status of Closed.

2. PROVISION OF REMOTE SOFTWARE MANAGEMENT, MONITORING AND SUPPORT FACILITIES AND DIAGNOSTIC LOGS

- 2.1. Contractor will gain access to the System for the purpose of monitoring and diagnosis via Remote Access using an Internet-based VPN solution.
- 2.2. County is responsible for providing and maintaining this remote access facility.
- 2.3. Contractor will access the Software remotely only when requested by County.
- 2.4. Contractor will apply appropriate security arrangements, as agreed with County, in relation to remote access to the System and County's network and other software and data.
- 2.5. County shall provide Contractor access to all information required by Contractor to diagnose problems, including but not limited to diagnostic logs produced by the Software.
- 2.6. Time is of the essence in providing Contractor with access to the logs and other required information.
- 2.7. The preferred means of accessing diagnostic logs is for them to be transferred to Contractor's office (typically encrypted and sent via FTP) for processing and analysis.
- 2.8. If County's security or other restrictions prevent transfer of the diagnostic logs to Contractor's office, County shall provide Contractor with a remotely accessible computer of sufficient capacity at County's site on which Contractor can install and execute any tools required to analyse the diagnostic logs. Such tools shall be subject to examination and approval by County prior to being installed.
 - 2.8.1. County acknowledges that remote analysis of the diagnostic logs is a less efficient process than analysis at Contractor's office and that initial resolution targets in Section 5.3 are adjusted accordingly.
 - 2.8.2. County further acknowledges that remote access to diagnostic logs can be affected by failure of the Internet and that Clause above applies in this case.

3. FAULT REPORTING

- 3.1. In the context of this SLA, the term fault connotes a request, problem, concern, or issue reported by County where a fix or resolution is requested related to the Software, and where the reported "Fault" is therefore assigned a Priority Category by the Parties. For clarity, the term "fault" is not synonymous with blame or contractual breach, but rather, the term "fault" is generically intended to describe a software problem, issue, bug or concern that the Parties will work mutually to address based on Priority Category.
- 3.2. Service Coverage is provided 24/7 (including Bank Holidays and Public Holidays), as per Section 1.4.1 et seq.
- 3.3. Priority Level 1-High or 2-Medium issues shall (*i.e.*, must) be reported in a telephone Call to Contractor service organization (*i.e.*, 24/7 technical support) to the following telephone number (204)-786-2400, option 4. Contractor may update its contact number by providing County with the revised telephone number via email with thirty (30) days advance notice prior to implementing the change.
- 3.4. Priority Level 3-Low or 4-Nuisance issues shall be reported by e-mail to the following address: support@NicheRMS.com.
- 3.5. Reports shall contain the same information as described in Production Server Setup and Operation for Priority Levels 1-High and 2-Medium issues.
- 3.6. Priority Levels 3-Low or 4-Nuisance priority issues will not receive an immediate response outside of core business hours for Contractor (9:30 a.m. to 6:30 p.m. Monday to Friday, US EASTERN TIME
- 3.7. The 1-High and 2-Medium priority support phone voicemail is only to be used for 1-High and 2-Medium priority issues and County will use best efforts not to use this line to log 3-Low/ or 4-Nuisance priority issues.

4. CALL PROCESSING

- 4.1. Contractor support organization is the focal point for logging and monitoring the progress of reported issues through to Resolution. The ownership of a reported issue and the responsibility for keeping County informed will remain with Contractor's service organization throughout the life cycle of the issue.
- 4.2. In the event of an issue or fault being identified by Contractor as being caused by an aspect of County's infrastructure, then Contractor will as soon as reasonably possible inform County of this in order to obtain County's agreement that Contractor's assistance will be on a "best effort" basis and the resolution and availability targets in Section 13 (Failure to Meet Response/Resolution Targets) and Section 14 (Failure to Meet Availability Target), (below) shall not apply.
- 4.3. In the initial telephone Call, Contractor's representative shall determine, with assistance from County, whether the reported issue is a Fault Call (*i.e.*, a Software or programming issue to be assigned a Priority Level and addressed accordingly by

County) or a technical support call requiring technical assistance to County (a “Technical Assistance Call”).

- 4.4. Contractor support organization will provide County with the following information upon termination of the initial telephone call:
- The unique Call Reference Number (to be used in any further communication about the Request (*i.e.*, about the fault, issue, problem or enquiry);
 - Details of what will happen next; and
 - Details of further information or action required from County.

5. INITIAL RESOLUTION TARGETS

- 5.1. The following Initial Resolution Targets shall apply to Fault Calls, not Technical Assistance Calls.
- 5.2. Contractor will monitor and proactively progress Calls against the following Initial Resolution Targets. All calls that do not meet the following targets within the specified times will be automatically escalated up Contractor management structure.
- 5.3. Service Levels (measured from the time the Call is Logged):

Priority	Initial Response	Initial Resolution
Priority 1 – High	30 minutes	6 hours unless otherwise agreed by County if diagnostic logs can be processed at Contractor’s office in Winnipeg (e.g., via FTP); 12 hours if diagnostic logs must be processed remotely (i.e., by remote access to County’s onsite System); otherwise, a best-efforts timeframe if there is no access to diagnostic logs.
Priority 2 – Medium	30 minutes	12 hours unless otherwise agreed by County if diagnostic logs can be processed at Contractor’s office in Winnipeg; 24 hours if diagnostic logs must be processed remotely ((i.e., by remote access to County’s onsite System); otherwise, a best-efforts timetable if there is no access to diagnostic logs.
Priority 3 – Low	Next business day	Best effort practicable under the circumstances. Future patch or release.
Priority 4 – Nuisance	Next business day	Future Release

- 5.4. In the event operational service of the Software is not restored for a Category within the foregoing specified time-scale to the satisfaction of County, Contractor will be liable to a service credit, as defined and provided below in Section 13 and Section 14.
- 5.5. County acknowledges that there are some problems, particularly ones of an intermittent nature, that do not fit into the service level scheme detailed here. These Calls or Requests may remain open for long periods (several weeks) of time. Contractor agrees to diagnose and fix such problems on a best-efforts basis. Initial Resolution targets and associated Service Credits do not apply to this type of problem.
- 5.6. Contractor will agree with County on how service is restored. Typically, this will be by a mutually agreed Workaround, a correction to data or the issuing of a software Patch.
- 5.7. Contractor will not develop an urgent software Patch or other fix to meet an immediate requirement unless County first agrees to implement the Patch or fix.
- 5.8. Under normal circumstances, Resolution and often Initial Resolution times other than those in the table above will be agreed. In particular, the time allocated for the provision of a software Patch will be determined by County's ability or willingness to install that Patch in a particular period of time.
- 5.9. All issues and faults must be evaluated and resolved in terms of their business impact relative to other work (enhancements or other changes) requested by County and assigned a Priority Level relative to that other work. This acknowledges the fact that the provision of an enhancement or other change is often more important than the provision of a permanent fix for a fault that has a suitable Workaround. This is particularly true of "3-Low" or "4-Nuisance" Priority Levels.
- 5.10. Unless otherwise agreed, Contractor commits to working continuously to resolve 1-High and 2-Medium Priority Level problems.

6. SOFTWARE CHANGES

- 6.1. In the event of a fault being identified within the Software that must be fixed by a Software Change, the process of delivering a solution will be as follows:
 - 6.1.1. In the event of the software change being required to achieve Resolution as part of Contractor's support service, this will be provided in the form of a Patch as soon as practicable, including in order to address and meet the defined Service Levels.
 - 6.1.2. In all other circumstances, Contractor and County will jointly assess the Priority for providing the Software Change to County based on aspects such as the nature and scope of the fault, the urgency for a solution, the time and resources required to provide the solution and the timing of the next scheduled software Release. Contractor and County may agree that either an emergency Patch or an additional Release is required to fix the problem.
 - 6.1.3. Unless otherwise agreed by Contractor and County, fixes involving a Software Change will be included in a future (normally the next) Release.

7. SYSTEM AVAILABILITY

- 7.1. System Availability is defined as the fraction of the time that the major business-critical functions of the System are available to users, averaged over a calendar month. As scheduled downtime required to install new versions of the Software including Releases or Patches to the operating system, database server, or other third-party software is not nearly as disruptive to users as unplanned downtime, system availability as defined here explicitly excludes scheduled downtime. The following calculation will be used:

$$A = (T_p - T_s - T_u) / (T_p - T_s) \times 100\%$$

Where:

- A is the availability of the System (expressed as a percentage)
- T_p is the total amount of time in the measurement period
- T_s is the total scheduled downtime in the measurement period
- T_u is the total unscheduled downtime in the measurement period (*i.e.* Priority 1 problem)

For example, if, in a 30-day month (720 hours), the System had 2 hours of scheduled downtime and 3 hours of unscheduled downtime, the availability would be calculated as:

$$A = (720 - 2 - 3) / (720 - 2) = 99.58\%$$

The contractual target for System Availability is 99.5%.

8. DELAYS AND EXACERBATION OF PROBLEMS

- 8.1. Any delays in diagnosing and fixing a problem that rest with County or that are beyond either Party's control shall not be counted as unplanned downtime in the calculation of any resolution time or period of System Availability that Contractor is responsible for. These delays may include:
- Any time period before County first notifies Contractor of the problem where such delays are not caused by Contractor.
 - Any time period after notification during which Contractor is unable to contact the appropriate County personnel related to the Call or Logged problem or who are handling the problem for County, where such delays are not caused by Contractor.
 - Any time period spent waiting for the enabling or repair of Remote Access or remote diagnostic log analysis facilities at County site, where such delays are not caused by Contractor.
 - Any time spent waiting for any requested logs or other debugging information or test results to be provided by County, where performance of such tests and/or delivery of logs or results are unreasonably delayed for any reason by County personnel.

- Any unreasonable delays waiting for County personnel to install a successful fix or Workaround supplied by Contractor.
 - Failure of County to properly perform emergency operating procedures or problem diagnosis procedures as specified by Contractor, where County has agreed to properly perform such procedures following the occurrence of a particular fault or problem. County's agreement to perform such procedures shall not be unreasonably withheld.
 - Failure of County to provide a complete and accurate description of the problem including any error messages generated by the System, circumstances or user actions generating the problem, error and audit logs, or other information required by Contractor to fully understand and reproduce the problem.
- 8.2. It is expected that the restoration of service is of the highest priority for both County and Contractor, and that the Parties will work continuously to resolve the problem. Therefore, any delays created by County personnel due to lack of access to the required facilities, either in person or remotely, difficulties in contacting County personnel during problem diagnosis or resolution, failures by County personnel to adequately resource the problem resolution process, or delays incurred by County's personnel who lack appropriate knowledge or training in the application, database, operating system or network operation, shall not be counted as unplanned downtime in the calculation of any resolution time or System Availability that Contractor is responsible for.
- 8.3. Any time spent by County personnel to perform a test, transfer a file, install a Patch, or perform any other procedure during problem diagnosis and resolution that exceeds the time required to execute the required commands and transfer the appropriate data shall be considered an "unreasonable" delay and shall not be counted as unplanned downtime in the calculation of resolution time or System Availability that Contractor is responsible for.
- 8.4. Any delays imposed by County procedures, including security procedures, that require the processing or vetting of logs or other data prior to transfer to or from Contractor, shall not be counted as unplanned downtime in the calculation of any resolution time or System Availability that Contractor is responsible for.
- 8.5. System unavailability that is exacerbated by County's system operating procedures, including but not limited to failure to configure services to automatically restart, failure to monitor system status, availability and performance, failure to properly apply password changes to services, failure to promptly notify Contractor when assistance is required to restore System operation, and other similar actions. The increased System downtime that results from these procedures shall not be counted unplanned downtime in the calculation of System Availability that Contractor is responsible for.

- 8.6. System unavailability that is due to failures or incorrect configuration of network, hardware, operating system, or third-party software shall not be counted as unplanned downtime in the calculation of System Availability that Contractor is responsible for.
- 8.7. System unavailability that is due to changes in system configuration or usage patterns made by County without proper understanding and testing of the implications of such changes shall not be counted as unplanned downtime in the calculation of System Availability that Contractor is responsible for.
- 8.8. County is responsible for tracking and documenting system availability statistics for the purpose of claiming service credits and shall provide Contractor with an update of the tracked system availability statistics whenever a failure occurs.
- 8.9. Unless otherwise agreed, County must report every instance of 1-High and 2-Medium Priority Level faults or problems, including transient ones, to Contractor immediately. The reason for this requirement is that these faults may indicate the existence of a more serious underlying problem that may manifest itself as a System failure (1-High Priority Level problems) at some point in the future. Failure by County to adhere to this requirement shall relieve Contractor from payment of service credits that would otherwise occur from a system failure or failures, where a root cause is determined to have been related to any unreported failures or anomalies.

9. SOFTWARE MAINTENANCE

- 9.1. There will be two types of Software Change provided by Contractor:
 - (1) **“Patch:”** a software update issued to resolve a fault. This will be provided to County within the specified service response time.
 - (2) **“Release:”** a scheduled software maintenance Release which may include a build, update, or a group of Patches.
- 9.2. All Patches and Releases will be implemented only with the prior agreement of County. County reserves the right to decide when to implement a Patch or a Release.
- 9.3. The method of delivering a Patch or Release will be agreed between Contractor and County.
- 9.4. A Release will be one or more of the following:
 - A grouping of Patches implemented as a Release for efficiency purposes.
 - An improved or updated version of the Software.
 - A Release will include all issued Patches since the previous Release.
- 9.5. Prior to implementation, Contractor is to provide County with a description of any adverse effects of, and advice on the implementation of, each Patch/Release.
- 9.6. Contractor will perform comprehensive factory testing on all Releases prior to issuing them to County.

- 9.7. Contractor will provide County with sufficient assistance, support, and advice to enable County to implement Patches and Releases in an efficient and cost-effective manner and with minimum disruption.
- 9.8. In the event County decides to delay the implementation of a Patch or Release that has been issued by Contractor and has been signed-off as acceptable by County, then Contractor will not be responsible for any faults or loss of the Software or System Availability that would have been prevented by the implementation of the Patch or Release.
- 9.9. When County implements a new Release, then such a Release shall thereby become the current Release.
- 9.10. Contractor will virus check all software Patches or Releases using an up-to-date, comprehensive virus checking facility, prior to dispatch of the software to County or remote installation of the software.

10. APPLICATION SOFTWARE RELEASES

- 10.1. Contractor will notify County of any improved or updated versions of the Software, which Contractor will from time to time make. Together with this notification, Contractor will provide County with an explanation of the nature, adverse effects, any implications, and an implementation plan of such a Release. Such explanation will be sufficient to enable County to judge whether the new Release will be appropriate to County's requirements.
- 10.2. Contractor will continue to provide bug fix support for at least the current and one agreed previous Release of the Software.

11. EVALUATION OF A RELEASE

- 11.1. Should County wish to evaluate a new Release, then County will notify Contractor in writing accordingly. Upon receipt of such notification, Contractor will deliver to County as soon as reasonably practicable the new Release in machine-readable form, together with:
 - 11.1.1. Any amendments to the Software documentation and operational procedure documentation that shall be necessary to describe and enable proper installation and use of the improved facilities and functions of the new Release.
 - 11.1.2. Information concerning any training implications and updates to any supplied training material.

12. SOFTWARE ENHANCEMENTS

- 12.1. County may from time to time request Contractor to carry out Software Enhancements. Software Enhancements may include a wish list of proposed product improvements or suggested alternations, to specific County-requested work subject to an executed Work Authorization. Enhancements are distinguishable from Faults and

from a Patch (that sometimes is designed solely to fix a bug or problem). Contractor will, if the proposed Enhancement is practicable, advise County on the:

- 12.1.1. Nature of the improvements including any adverse effects that the Enhancements may be expected to have, including any expected degradation in performance. Such information should be sufficient information to enable County to judge whether the Enhancement will meet County's requirements.
- 12.1.2. An explanation of any likely adverse effects to the Software changes.
- 12.1.3. Training implications and any cost implications.
- 12.1.4. Implications of a proposed Enhancement on this Agreement, including any associated increase to support and maintenance fees.
- 12.1.5. The number of days following placement of an order before a proposed Enhancement could be delivered.
- 12.2. Should County wish to go ahead with the change/Enhancement, County will inform Contractor in writing. On receipt of such notification, Contractor will prepare the software changes required to fulfil the change as soon as reasonably practicable or otherwise agreed.
- 12.3. Contractor will perform comprehensive factory testing on the change/Enhancement prior to issuing the changes as a Release to County.
- 12.4. Upon request from County or as agreed by the Contractor, Contractor shall from time to time make such modifications to the Software in order to ensure that the Software conforms to any change of legislation or new legal requirements that affect the application of any function or facility within the Software. Contractor shall implement the modifications to the Software either as a Patch to the current Release or as a new Release as soon as reasonably practicable thereafter.
- 12.5. Contractor shall provide such other configuration and Enhancements to the Software as may be specifically agreed with County.
- 12.6. Contractor reserves the right to postpone the implementation of any configuration or Enhancement if:
 - 12.6.1. Contractor determines that more analysis is required to adequately describe the requested configuration or enhancement, in which case Contractor and County will jointly perform the required analysis, until, in the opinion of Contractor's Project Manager in consultation with County's Project Manager, it adequately describes the requested configuration or Enhancement.
 - 12.6.2. Contractor determines that the requested configuration or enhancement is better implemented as part of a future version of the product, except where the configuration or enhancement has been requested in response to a change in legislation. County's use of the product shall not be inhibited in such circumstances where there is a delay in implementing a configuration or enhancement.

13. FAILURE TO MEET RESPONSE/RESOLUTION TARGETS

The following amounts will be credited (subject to other terms and conditions of this SLA).

- 13.1. In the event the Software is not restored to operability within the specified target time stated in Section 5.3, including any extensions of time granted by County, then for every additional 8 hours hour that passes at the end of which the specified operability has still not been restored for relevant faults associated with Software, the following credits may apply:

Category	Service Credit % of monthly maintenance/support charge
High	2%
Medium	1%
Low	Nil
Nuisance	Nil

- 13.2. The percentage amount will be calculated as the percentage of the agreed charges for support and maintenance. Where that agreed charge is assessed annually (or other periodic basis), any service credit calculation shall be applied on pro rata monthly basis.

- 13.3. If a Software fault is part of, or included in, a related group of faults, the service credit will apply to the group as though it were a single fault. In such cases, target times for the group will be based on the earliest logged fault within the group.

14. FAILURE TO MEET SYSTEM AVAILABILITY TARGET

Service performance regime for loss of System Availability:

% Monthly System Availability	Service Refund % of monthly maintenance/support charge
<i>Less than 99.40%</i>	5% Credit
<i>Less than 99.15%</i>	10% Credit
<i>Less than 98.65%</i>	20% Credit
<i>Less than 98.15%</i>	40% Credit

- 14.1. The percentage amount of the service credit will be calculated as the percentage of the agreed service charges for support as stated in Exhibit B (which shall be calculated pro rata on a monthly basis).

- 14.2. If average System Availability is less than 95% in any three calendar months during a year (i.e., any continuous 12-month period), where failure to take appropriate action by County/Agency personnel has not contributed to such loss of availability (including as County/Agency obligations as set forth in this SLA) and, in particular, where County/Agency has taken all such appropriate actions to provide Contractor with such information as would have prevented or reduced the loss of availability, then such loss of availability shall constitute a material breach giving rise to County's right to

terminate the Agreement. In the event a breach is declared by County and damages are sought, any damages amount shall be calculated to avoid a double recovery of then-owing service credits.

15. CONDITIONS IMPOSED ON DELIVERED SERVICES

- 15.1. Contractor will perform all services requested in accordance with its own quality standards.
- 15.2. Contractor will ensure the performance of all sub-contracted services if relevant in accordance with this same quality standard.
- 15.3. Contractor will ensure at all times during the performance of the above services, that professional resources applied in performance under the Agreement are covered by insurance as required.
- 15.4. Contractor will only discharge resources to County's premises that have been vetted in accordance with the procedures adopted and raised with SERVICE PROVIDER by County.
- 15.5. Contractor's staff will wear the identification badges provided to them by County at all times whilst on County's Premises.
- 15.6. Contractor shall assume responsibility for any property damage caused to County's property by members of Contractor's team under its control.
- 15.7. County shall have the right to request a change or replacement of any of Contractor's resources if County reasonably determines that such resource is unable to perform the obligations, responsibilities, and duties required of Contractor under this Agreement.
- 15.8. Contractor will ensure that none of its staff or any subcontractor arrives at any County Premises without prior notification.
- 15.9. County will ensure that none of its team arrives at Contractor's premises without prior notification.
- 15.10. Contractor will agree to work in cooperation with any other supplier to County where such cooperation is required for the successful delivery of a fully operational Software (Niche Police Records Management System).

16. COUNTY RESPONSIBILITIES

- 16.1. County shall discharge in a timely manner all of the obligations which are the responsibility of County under this SLA and the Agreement.

County shall comply with all reasonable requests made by Contractor for information necessary for Contractor to fulfil its obligations under this SLA and the Agreement. County shall provide Contractor's staff, when on site, with reasonable and adequate working facilities and office space.

Exhibit E Minimum Insurance Requirements

Project: Law Records Management System
Agency: Regional Emergency Services and Communications

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ 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	\$500,000	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
☒ WORKER'S COMPENSATION <i>Required if the vendor comes on-site to provide services.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$100,000	
☒ CYBER LIABILITY	N/A		Each Claim:	\$3,000,000	
			*Maximum Deductible:	\$100,000	
☒ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) / TECHNOLOGY ERRORS AND OMISSION	N/A		Each Claim:	\$1,000,000	\$2,000,000
			*Maximum Deductible:	\$100,000	
☐ CRIME / EMPLOYEE DISHONESTY			Each Claim:		
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 or work.					
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, Florida 33301			 Digitally signed by COLLEEN A. POUNALL Date: 2024.03.14 11:42:00 -04'00' _____ Risk Management Division		

Exhibit F
Work Authorization

Agreement: [Title, Date, Contract Number]

Work Authorization No. _____

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__