**AGREEMENT BETWEEN BROWARD COUNTY AND PETDATA, INC.
FOR ANIMAL TAG LICENSING PROGRAM (RFP # GEN2126725P1)**

This Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and PetData, Inc., a Texas corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

**RECITALS**

A. On November 14, 2023, the Animal Care Division issued a Request for Proposals for the development, maintenance, and support of an Animal Tag Licensing Program that could function as a stand-alone, all-inclusive service for Broward County.

B. On August 1, 2024, Contractor was selected through the evaluation process and County desires to utilize Contractor's services for the Animal Tag Licensing Program.

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

**ARTICLE 1. DEFINITIONS**

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

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

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

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

1.5. **Contract Administrator** means the Director of the Animal Care Division, the Assistant Director of the Animal Care Division, or such other person designated by the Director of the Animal Care Division in writing.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 2. EXHIBITS

| | |
|---|---|
| **Exhibit A** | **Statement of Work** |
| **Exhibit B** | **Payment Schedule** |
| **Exhibit C** | **Security Requirements** |
| **Exhibit D** | **Support and Maintenance Minimum Standards** |
| **Exhibit E** | **Minimum Insurance Coverages** |

**Exhibit F Work Authorization Form**
**Exhibit G Service Level Agreement**

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

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

3.2. Software and Subscriptions Rights. To the extent applicable to the Services being provided by Contractor under the Agreement:

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

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

3.2.3. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A, County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Products for County purposes. If additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in substantially the same form as Exhibit F), subject to the Purchasing Director's execution authority as stated in Section 3.8, to purchase additional licenses or users for the fee specified in Exhibit B.

3.2.4. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software and Subscriptions on any hardware.

For any Software, County may, at no additional cost: (a) install, use, and operate the Software on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Software on recovery resources, including recovery resources that may not be owned by County; (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance; and (d) utilize a hosted environment, including without limitation through a third-party hosting provider, for any permitted uses of the Software.

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

3.3. Hosting. Any costs to County for any hosting provided by Contractor of the Software or Subscriptions are included within the Subscription Fee listed in Exhibit B and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Software, the Subscriptions, and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit G, unless otherwise expressly approved in writing by the County's Chief Information Officer or their designee.

3.4. Support and Maintenance. For so long as requested by County and for all Products other than Subscriptions, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Contractor shall provide County with Support and Maintenance for Subscriptions as set forth in Exhibit D, so long as County pays the Subscription Fee stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B, except that for the first year following Final Acceptance, all Support and Maintenance for Software and Equipment is included at no cost to County. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty (30) days prior written notice, and County shall only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.

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

be included within the scope of the licenses and subscriptions for Products granted under this Agreement. Installation or implementation of any such update, upgrade, or release in the County's environment requires prior written authorization by the Contract Administrator.

3.6. Compatibility. For 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 or the Subscriptions consistent with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products consistent with this Agreement due to any third-party software release, update, or upgrade, County shall be entitled to a refund of any Support and Maintenance Fee or Subscription Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

3.7. Documentation. Contractor shall deliver copies of the Documentation to County concurrently with delivery of the Products, and thereafter shall promptly provide any updated Documentation 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.

3.8. 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 result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total aggregate cost to County is less than $50,000; (b) the Purchasing Director may execute Work Authorizations for which the total aggregate cost to County is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Contractor shall not commence work on any Work Authorization until receipt of a purchase order and a Notice to Proceed issued by the Contract Administrator.

## ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for three (3) years ("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 two (2) additional one (1) year terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement 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. 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 eight (8) 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 |
|---|---|---|
| Pet registrations and late fees | Year 1 | $793,150 |
| Pet registrations and late fees | Year 2 | $793,150 |
| Pet registrations and late fees | Year 3 | $793,150 |
| Pet registrations and late fees | Year 4 | $1,046,250 |

| Services/Products | Term | Not-To-Exceed Amount |
|---|---|---|
| Pet registrations and late fees | Year 5 | $1,209,000 |
| Optional Services | Duration of the Agreement (inclusive of any Extension Terms) | $100,000 |
| Data entry services for pet registrations 30+ days old | Duration of the Agreement (inclusive of any Extension Terms) | $40,000 |
| **TOTAL NOT TO EXCEED** | | **$4,774,700.00** |

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. Pet Registration Reconciliation.

5.2.1. Contractor shall deposit all receipts collected for pet registration fees, except those payments made via credit card, into a County-owned bank account either at a local branch in Dallas, Texas (ex: Wells Fargo), or via image cash letter, to a bank specified by County ("County Account"). County will provide deposit slips and an endorsement stamp for in-person branch deposits. Pet registration fees paid via credit card will be deposited directly to County's merchant account daily. Contractor's convenience fee to the cardholder will be deposited separately to Contractor's merchant account. Within fifteen (15) business days after the end of the month, Contractor shall provide monthly reports to County detailing all facets of the animal tag licensing program including, but not limited to the following: revenue collected, total rabies certificates received from each veterinary clinic, pet registration tag inventories, year-to-date totals, and other reports as required by this Agreement; and any other details as requested by the Contract Administrator and as specified in Exhibit A. The pet registration reconciliation worksheet and all required supporting documents are collectively referred to as a "Worksheet."

5.2.2. Unless otherwise stated in Exhibit B, Contractor must submit invoices no more often than once monthly, but only after the Services invoiced have been completed. Invoices are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after the expiration or earlier termination of this Agreement. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Invoices shall describe the Services performed and, as applicable, the personnel,

hours, tasks, or other details as requested by the Contract Administrator. 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.

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

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

5.5. Withholding by County; Overcharges. Notwithstanding any provision of this Agreement to the contrary, County may withhold payment, in whole or in part, (a) in accordance with Applicable Law, or (b) to the extent necessary to protect itself from loss on account of (i) inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or (ii) Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County. In the event of an overcharge of any nature by Contractor in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, Contractor must refund the overbilled amount and pay liquidated damages in the amount of fifteen percent (15%) of the overbilled amount within thirty (30) days after demand by County as just compensation for damages incurred by County due to the overbilling, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest).

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

## ARTICLE 6. DELIVERY, TESTING AND ACCEPTANCE

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

6.2. Final Acceptance Testing. To the extent applicable to the Services being provided by Contractor under the Agreement, Section 22.148 of the Broward County Administrative Code

requires that all applicable software 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."

6.2.1. 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.

6.2.2. 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.

6.2.3. 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.

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

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

7.2. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs, and methods that Contractor obtains from County in connection with this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information." An animal owner's name, street address, phone number, and animal tag number contained in a rabies vaccination certificate provided to the animal control authority is confidential and constitutes County Confidential Information. All

County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under Applicable Law) also constitute "County Confidential Information."

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

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

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

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

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

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

7.6. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Section 501.171, Florida Statutes, and shall ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Sections 501.171, 817.568, or 817.5685, Florida Statutes) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

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

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

7.9. Custom Work Products. To the extent this Agreement (including the Statement of Work, any subsequent Work Authorization, any amendment, or the procurement documents relating to this Agreement) identifies deliverables that constitute custom work products that Contractor is required to develop and furnish, the Parties agree that County shall own all rights, title, and interest in and to all such custom work products and that they shall be deemed to constitute "works made for hire" under the United States Copyright Act, 17 U.S.C. § 101. If, for any reason, any custom work product would not be considered a "work made for hire" under Applicable Law, Contractor hereby exclusively and irrevocably sells, assigns, and transfers to County all of Contractor's rights, title, and interest in and to such custom work product and in and to any copyright or copyright application(s) related thereto. Contractor agrees that neither it nor its agents shall use or disclose any custom work product except for County's benefit as required in connection with Contractor's performance under this Agreement, unless Contractor has obtained County's prior written consent to such use or disclosure. "Custom work product" shall

not include any software, copyrighted material, or other proprietary material developed by Contractor or any third party prior to the Effective Date, but shall include any modification(s) thereof developed pursuant to this Agreement. To the full extent applicable, Contractor shall provide County with the source code and object code for all custom work products upon Final Acceptance of the Software or System, or within thirty (30) calendar days after written request by the Contract Administrator, whichever occurs first.

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 shall survive the termination of this Agreement or of any license granted under this Agreement.

## ARTICLE 8. REPRESENTATIONS AND WARRANTIES

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

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

8.3. Warranty Regarding Viruses and PCI Compliance. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are provided to County), and that Contractor has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the Products accept, transmit, or store any credit cardholder data, Contractor represents and warrants that the Products comply with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard ("DSS").

8.4. ADA Compliance. Contractor represents and warrants that Contractor's website for searching for pet registration tag information is, and for the duration of the Agreement will remain, fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and all other Applicable Law, and meets or exceeds the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide County with any accessibility testing

results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

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

8.8. 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.

8.9. 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.

8.10. 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.

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

8.12. 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.

8.13. 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.

8.14. 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.

8.15. 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.

8.16. 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.

8.17. 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.

8.18. 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

9.1. Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, 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 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 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 or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered 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 Remedy. If the Products or any portion thereof are finally adjudged to infringe, or in Contractor's opinion are likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Products; (ii) modify or replace the Products to make them non-infringing; or (iii) refund to County all fees paid under this Agreement. Contractor shall have no liability regarding any infringement claim

caused by any County modification of the Products not specifically authorized in writing by Contractor.

**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 one (1) business day, 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 in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following: Contractor's (a) failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people, or (c) repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

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

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

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

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

## ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

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

12.2. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of

the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

## ARTICLE 13. MISCELLANEOUS

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

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

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

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

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

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

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

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-359-1313, Ext. 9869 ACAD_PRR@BROWARD.ORG, 2400 S.W. 42ND STREET, FORT LAUDERDALE, FLORIDA 33312.**

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

Contractor and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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

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

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

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

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

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

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

FOR COUNTY:
Broward County Animal Care Division
Attn: Director
2400 S.W. 42nd Street, Fort Lauderdale, FL 33312
Email address: dougbrightwell@broward.org

FOR CONTRACTOR:
PetData, Inc.
Attn: Christopher Richey, President & CEO
8585 N. Stemmons Fwy, Suite 1100N, Dallas, TX 75247
Email address: crichey@petdata.com

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

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

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this

Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

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

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

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

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

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

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

13.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document

executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

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

13.21. Payable Interest.

13.21.1. 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.

13.21.2. 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).

13.22. 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.

13.23. 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.

13.24. 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.

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

13.26. 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.

13.27. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor

does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20__, and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

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

By: _____
Mayor

____ day of _____, 2025

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

By DeAnne Jackson Digitally signed by DeAnne Jackson Date: 2025.04.02 11:05:30 -04'00'
De'Anne A. Jackson (Date)
Assistant County Attorney

By MAITE AZCOITIA Digitally signed by MAITE AZCOITIA Date: 2025.04.02 14:27:06 -04'00'
Maite Azcoitia (Date)
Deputy County Attorney

DAJ/cv
Pet Data Agreement
03/10/2025
#1126203.15

**AGREEMENT BETWEEN BROWARD COUNTY AND PETDATA, INC.
FOR ANIMAL TAG LICENSING PROGRAM (RFP # GEN2126725P1)**

CONTRACTOR

**PETDATA, INC.**

By: Christopher A. Richey Digitally signed by Christopher A. Richey Date: 2025.04.01 21:14:22 +01'00'
Authorized Signer

Christopher A Richey
Print Name and Title

1 day of April, 2025

**Exhibit A**
**Statement of Work**

Contractor shall provide the following Services:

**1. Project Request**

Develop and maintain an animal tag licensing program including, but not limited to, processing pet tag registrations, issuing tags, payment processing and reconciliation, managing call centers, data integrity, inventory control, and database management ("Program"). The Program's goals include, but are not limited to, increased licensure effectiveness and efficiency, an improved service experience for pet owners, increased registration compliance, enhanced resident and animal safety, and facilitation of the quick return of lost pets to their homes. Contractor represents that the System, Products, and Services provided under this Agreement will provide the functionality and solution stated herein.

**2. Services Description**

Contractor shall implement for County the Program, including all necessary software, licenses, and implementation services, and all things related to on-boarding, end user and administrator training, data migration, integration, maintenance, and support required to implement the Program. The Program will include functionalities as detailed in the Deliverable Products and Services Section (Section 6, below) which include, but are not limited to, the following:

**A. General Specifications.** Contractor shall:

1) Provide public access to pet registrations, including general pet registration information and online registration, and customer service via Contractor's existing website, customized to be branded for County that is available 24 hours per day, 7 days per week, and accessible via common web browsers and common smartphone operating systems, via mobile-optimized website and/or mobile application. At County's request, Contractor shall provide public access to search pet registration data in a method compliant with Section 828.30, Florida Statutes, in a format and based on parameters mutually agreed upon by County and Contractor. Pet registration data shall be updated on a daily basis.

2) Provide authorized County staff read-only, secure access to pet registration data via Contractor's proprietary system, PetAccess, that is available 24 hours per day, 7 days per week, and accessible via common web browsers and common smartphone operating systems and via mobile-optimized website and/or mobile application. Pet registration data is updated on a daily basis. Pet information may be searched by any combination of the following: owner's last name, first name, identification number, street number, street name, city, telephone number, and pet's breed, name, registration tag number, vaccination tag, microchip, and identification number.

3) Provide call center representative(s) from 9 am to 6 pm Eastern time, Monday through Friday, excluding holidays. Also provide an auto-attendant available 24-hours per day, 7 days per week. Provide found pet tag lookup at no additional cost to the public 24-hours, 7 days a week via website.

4) Process new and renewal pet registrations, including tags if needed, as well as vaccination information.

**B. Pet Registration Processing Specifications.** Contractor shall:

1) Process and mail pet registrations, including tags, as applicable, to the pet's owner within ten (10) business days after receipt of payment and completed information from the owner as required by Section 4-10 of the Code, as may be amended from time to time.

2) Process and enter pet registration sales records from any resellers and veterinary clinics authorized to sell pet registrations.

3) Process and enter rabies vaccination records from local veterinary clinics.

4) Issue replacement pet registration tags to owners whose pet registration tags have been lost, stolen, or damaged in accordance with processes and fees outlined in Sections 4-11 of the Code and 40.9 of the Broward County Administrative Code, as both may be amended from time to time.

5) Continue the current pet registration tag numbering system utilized by County.

**C. Customer Service Requirements.** Contractor shall:

1) Collect donations on behalf of County when donations are made with pet registrations.

2) Provide customer service to pet owners via phone and email within one business day, and mail within two (2) weeks.

3) Provide a dedicated toll-free telephone number for Broward County residents with a customized greeting and answering service for County.

4) Provide service and support to County staff as needed.

5) Process correspondence from pet owners, collect pet registration fees in accordance with the Payment Schedule in Exhibit B, issue pet registrations, including applicable tags, and provide receipts to pet owners.

6) Communicate with pet owners about the status of their pet's registration, including providing an annual billing notice.

**3. Technical Approach**

**Phases.** The Services shall be provided in the following Phases:

**I. Phase 1**

**A. Phase 1A – Initiation**

**Deadline**: Completed within sixty (60) business days after County's Notice to Proceed.

**1) Contractor's responsibilities:**

a. Provide client implementation questionnaire and a list of deliverables to County.

b. Conduct an online kickoff meeting via web conferencing platform with County. The discussion will include, but not be limited to, the following:

1. identification of Contractor personnel and their roles during implementation and support;

2. identification of County personnel and their roles;

3. expectations of Contractor and County during the implementation process;

4. review project objectives, scope, and requirements; and

5. project plan and timeline.

c. Collaborate with County to develop a written project management plan and a roadmap for implementing the Program, addressing project management, milestones, due dates, communication, and quality assurance/control. This plan must also include a project schedule that outlines the tasks for completion and key milestones for deliverables, an organization chart of task and subtask assignments, contingent paths, and task predecessors and stakeholder feedback loops. Contractor must solicit County's input and, as applicable, a revised version(s) provided to County for acceptance. Changes to the project schedule must be communicated in writing to the Contract Administrator immediately.

**2) County's responsibilities:**

a. Complete and return implementation questionnaire prior to online kickoff meeting.

b. Select banking options.

c. Provide assets to Contractor, including but not limited to, logo and HTML assets for website.

d. Provide the name and contact information for all known veterinary clinics in Broward County, indicating which veterinary clinics are considered resellers that will be participating in the Program.

**B. Phase 1B – Initial Data Conversion**

**Deadline:** Completed concurrent with Phase 1A.

**1) Contractor's responsibilities:**

a. Provide queries to County for initial data export. Coordinate with County as necessary to refine queries.

b. Complete and test initial data conversion.

**2) County's responsibilities:**

Provide Contractor with complete data files for current pet registration year and historical data files for past 5 years for pet registration tags.

**C. Phase 1C – Forms and Collateral Materials**

**Deadline:** Completed concurrent with Phase 1A.

**1) Contractor's responsibilities:**

a. Provide County with drafts of all forms, auto response phone and text messaging, and website for review and approval. The website design must incorporate the County/Animal Care Division's logo and be approved by County prior to launching. The website must meet ADA accessibility requirements.

b. Develop products and tools for, and coordinate with the Contract Administrator or written designee in the promotion of and community engagement in pet registration. These products and tools include, but are not limited to, broadcast media and content, digital and print content such as website and social media content and design, graphics, flyers, advertisements, and event displays.

c. Coordinate with County to identify no-cost or low-cost venues for publication/posting about pet registration, including community papers, community access channels, websites, billboards, and location-based materials like posters or displays in libraries, community centers, City halls, at outreach events, and other public gathering spaces.

d. Identify additional promotional opportunities that target populations where pet registration is demonstrated to be in low compliance. Promotional materials must be available in English, Spanish, and Haitian Creole.

e. Coordinate with County to develop parameters for information that will be displayed when the public accesses pet registration information, in compliance with Applicable Law.

**2) County's responsibilities:**

a. Approve in writing all forms, auto response text, and web text.

b. Approve community engagement materials as needed.

## II. Phase 2 – Software Integration

**Deadline:** Completed within ninety (90) business days after County's Notice to Proceed.

Contractor will provide an application program interface ("API") at no cost to County, which will allow the transfer of pet registration data from Contractor's software to County's current shelter software installation, Chameleon. Contractor's API connection is initiated by County and shall require no access to Chameleon from the public internet. API shall use transport layer security (TLS) 1.2 or current industry standards, whichever is higher. Contractor shall provide a test batch to ensure system capabilities in accordance with the project schedule.

## III. Phase 3 – Live Implementation

**Deadline:** Completed within thirty (30) business days after County's approval of Phases 1 and 2.

**1) Contractor's responsibilities:**

a. Test and complete final data conversion.

b. Complete database coding and phones and customer service website set up.

c. Conduct virtual training for County's staff on PetAccess web portal.

d. Cut-off date established: County's primary responsibility for licensing ends.

e. Go-live date finalized: website, online licensing, and customer service goes live. Master login provided to County for PetAccess.

f. Notify resellers that Contractor will be managing the Program after County provides the contact information for pet registration resellers and provide transitional support to pet registration resellers by advising of Contractor's process and reminding resellers that rabies certificates must be submitted to Contractor by the 10th of the following month.

g. Enable website, online licensing system, and customer service portal.

**2) County's responsibilities:**

a. Provide final complete data file.

b. Coordinate with Contractor for best method for data uploads during this period.

c. Forward incoming pet registration mail to Contractor for processing.

**IV. <u>Phase 4 – Ongoing Program Services</u>**

**1) Contractor's responsibilities:**

a. Purchase pet registration tags and ensure County's current pet registration tag numbering system is continued. Pet registration tags may be purchased to Contractor's specifications from a tag manufacturer approved by Contractor. Pet registration tag design must be approved by County prior to distribution. All tags must be shipped directly to Contractor's offices from the manufacturer, and Contractor is responsible for shipping costs.

b. Provide pet registration tags to pet owners, and resellers, including veterinary clinics. Contractor is responsible for shipping costs for pet registration tags to pet owners and resellers.

c. Update pet registration information in Contractor's database and issue replacement pet registration tags, as needed.

d. Process pet registration applications and renewals received by mail. Provide online licensing and process applications and renewals initiated through Contractor's website. Enter new and renewal pet registration applications into Contractor's proprietary database.

e. Process and enter pet registration sales records, including applicable tag records from any resellers and veterinary clinics authorized to sell pet registration, including applicable tags.

f. Track pet registration tag inventories at all authorized resellers and veterinary clinics and reconcile reports.

g. Mail up to three (3) billing notices to pet owners. The notice must contain information describing the pet registration requirements.

h. Mail up to three (3) renewal notices to pet owners in compliance with Section 828.28, Florida Statutes, with the initial notice mailed at least forty-five (45) days prior to the

pet registration renewal deadline. The notice must contain information describing the registration requirements.

i. Process and enter rabies vaccination records from local veterinary clinics.

j. Follow up with delinquent veterinary clinics and resellers and report delinquent clinics and resellers to County as needed.

k. Provide statistical reports to County as requested within a timely manner. Depending on the information requested, Contractor can provide most reports within five (5) business days.

l. Maintain website that is fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973, and meets or exceeds 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.

**2) County's responsibilities:**

a. Report County's pet registration sales electronically at least monthly by the 10th calendar day of the month for the prior month's sales.

b. Notify Contractor of any changes to the pet registration fee schedule in Section 40.9 of the Broward County Administrative Code and allow at least sixty (60) days for implementation of the changes.

c. Respond to Contractor's inquiries within a reasonable time.

d. Provide feedback to Contractor regarding Program and customer matters.

**4. Managerial Approach**

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 resources to perform the Services in accordance with the terms of this Agreement. In order to make a change to the composition of the Key Personnel, Contractor must 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 proposed changes and the management plan associated with such proposed changes. County shall have the right, in its sole discretion, to approve or reject any proposed changes to Key Personnel. County shall not be responsible for any additional costs associated with a change in Key Personnel.

The Key Personnel shall be as follows:

- Christopher A. Richey – Chief Executive Officer
- Marliee Seay – Chief Operating Officer
- Brian Campbell – Chief Technology Officer
- Nirja Joshi – Accountant
- Ann Campbell – Sales & Marketing Director

**5. Communication & Reports**

**A. <u>Meetings/Communication</u>.**

Contractor and County shall adhere to the following communication and reporting schedule unless otherwise agreed in writing by the Parties:

1) Kick off meeting with Contractor's personnel, the Contract Administrator, and other County staff to enact the transition plan in accordance with the project schedule, and shift services from County to Contractor.

2) Quarterly meetings.

**B. <u>Reporting</u>**.

Contractor shall provide the following reports to County:

1) Monthly Worksheets no later than the 15th business day of the following month as detailed in Section 5.2.

2) Comprehensive monthly reports that include, but are not limited to, the following data in an itemized form:

   a) Total fees collected;

   b) Total pet registration tags sold in each category (ex: species, sterilization status);

   c) Total fees collected by each authorized registrar (ex: veterinary clinics);

   d) Tag inventory;

   e) Daily deposit report with any required account or ledger coding;

   f) Report for all monthly sales;

g) Donation report including donor name, pet name, donor address, amount, and payment type;

h) New vs. renewal pet registration data, including applicable tags;

i) Rabies vaccination counts broken down by clinic;

j) Statistical report of all rabies vaccination registrations and all pet registration, including tags, sold for the previous calendar month with a breakdown by sales locations;

k) Statistical report of all veterinary clinics that are delinquent in submitting their monthly vaccination without pet registration tag reports;

l) List of pet owners who are delinquent in registering their pets; and

m) Monthly trend analysis of pet registration, including applicable tag sales.

3) County may request additional customized reports throughout the term of the Agreement, which Contractor must provide within a reasonable time.

**6. Deliverable Products and Services**

Contractor shall provide the following Deliverables, which shall be considered preliminarily accepted by County only upon written notice by the Contract Administrator indicating that the Deliverable meets the applicable Requirements or Preliminary Acceptance Criteria.

**DELIVERABLES: Phase 1A Initiation**

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| Provide client implementation questionnaire and a list of deliverables to County | Due within 10 business days after contract signing | Scheduled as coordinated and completed per this SOW. |
| Conduct a kickoff meeting | Per phase 1A requirements | Scheduled as coordinated and completed per this SOW. |
| Written project schedule | Per phase 1A requirements | Coordinated between Contractor and County and in accordance with this SOW; Collaborate with County to develop written project schedule |

**DELIVERABLES: Phase 1B Initial Data Conversion**

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| Provide queries and coordinate with County for initial data export | Due concurrent with phase 1A | Historical data is available for County's use within the System. |
| Complete and test initial data conversion | Concurrent with phase 1A | Scheduled as coordinated and completed per this SOW. |

**DELIVERABLES: Phase 1C Forms and Collateral Materials**

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| Draft of forms | Due at phase 1C completion | Coordinated between Contractor and County and in accordance with this SOW. |
| Plan for promoting pet registration | Due at phase 1C completion | Coordinated between Contractor and County and in accordance with this SOW. |
| Parameters for public access to pet registration information | Due at phase 1C completion | Coordinated between Contractor and County and in accordance with this SOW. |

**DELIVERABLES: Phase Two Software Integration**

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| Software integration | Per phase 2 requirements | Coordinated between Contractor and County and in accordance with this SOW. |

**DELIVERABLES: Phase Three Live Implementation**

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| Test and complete final data conversion | Per phase 3 requirements | Coordinated between Contractor and County and in accordance with this SOW. |
| Complete customer service website set-up | Per phase 3 requirements | Written approval by County of website approval. |
| Conduct virtual training for County staff | Per phase 3 requirements | Training materials provided prior to training classes and training classes conducted and completed per this SOW during phase two. |
| Cut-off date established: County's primary responsibility for licensing ends | Per phase 3 requirements | Coordinated between Contractor and County and in accordance with this SOW. |
| Go-Live Date finalized: website, online licensing and customer service goes live. Master login provided to County for PetAccess | Per phase 3 requirements | Coordinated between Contractor and County and in accordance with this SOW. |
| Reseller notification | Per phase 3 requirements | All resellers will be notified that Contractor is administering the Program. |
| Enable website, online licensing system, and customer service portal. | Per phase 3 requirements | System is functioning as expected and Program is full transferred to Contractor. |
| Master login provided to County for PetAccess. | Per phase 3 requirements | Coordinated between Contractor and County and in accordance with this SOW. |

**DELIVERABLES: Phase 4 Ongoing Services**

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| Purchase pet registration tags | As needed | Scheduled as coordinated and completed per this SOW. |
| Provide pet registration tags to pet owners, and resellers, including veterinary clinics | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Mail billing and renewal notices to pet owners | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Update pet registration information in Contractor's database and issue replacement tags as needed | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Process pet registration applications and renewals received by mail or online through Contractor's website. Enter new and renewal pet registrations into Contractor's proprietary database | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Process and enter pet registration sales records from resellers and veterinary clinics | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Track tag inventories at all authorized resellers and veterinary clinics, and reconcile reports | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Process and enter rabies vaccination records from local veterinary clinics | Ongoing | Scheduled as coordinated and completed per this SOW. |
| Follow up with delinquent clinics and resellers and report | Ongoing | Scheduled as coordinated and completed per this SOW. |

| Description | Duration/Deadline | Requirements or Preliminary Acceptance Criteria |
|---|---|---|
| delinquent clinics and resellers to County as needed | | |
| Provide statistical reports to County as requested within a timely manner | Ongoing | Scheduled as coordinated and completed per this SOW. |
| ADA Compliance - website is fully accessible and compliant with the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973, and meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard | Ongoing | Pass/Fail |

**7. Optional Services**

**A.** Transition & Disentanglement Services

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

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

**B.** Additional Products and Support and Maintenance

County may from time-to-time purchase from Contractor any additional products, including without limitation software licenses or subscriptions, firmware, equipment, modules, and/or support and maintenance. If and to the extent County so elects to purchase such Optional Services via a purchase order or a Work Authorization (with an accompanying Statement of Work,

if applicable), as County determines appropriate, the Optional Services shall be subject to any applicable not-to-exceed amounts otherwise set forth in this Agreement.

**C.** Professional Services

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

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

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

| Description | Unit | Invoicing | Fees | Anticipated Minimum Units |
|---|---|---|---|---|
| **Pet registrations** | | | | |
| Year 1 | Per registration | Monthly in arrears | $4.00 | 120, 000 |
| Year 2 | Per registration | Monthly in arrears | $4.00 | 155,000 |
| Year 3 | Per registration | Monthly in arrears | $4.00 | 190,000 |
| Optional Year 4 | Per registration | Monthly in arrears | $4.35 | 225,000 |
| Optional Year 5 | Per registration | Monthly in arrears | $4.35 | 260,000 |
| **Collection of Late Fees** | | | | |
| Year 1 | Per Registration | Monthly in arrears | $1.95 | |
| Year 2 | Per Registration | Monthly in arrears | $1.95 | |
| Year 3 | Per Registration | Monthly in arrears | $1.95 | |
| Optional Year 4 | Per Registration | Monthly in arrears | $2.00 | |
| Optional Year 5 | Per Registration | Monthly in arrears | $2.00 | |
| **Data Entry** | | | | |
| Data entry for backlogged pet registrations over 30 days old at the Effective Date of this Agreement. | Per Registration | Monthly in arrears | $0.50 | |

**Data Entry**. Contractor acknowledges and understands that nothing in this Agreement requires or should be construed to require that County provide any minimum number of pet registrations to Contractor for data entry services at the Effective Date of the Agreement. If County does not submit a backlog of pet registrations to Contractor for data entry at the Effective Date, County's inaction shall not constitute a breach of this Agreement.

**Payment for completed registrations**. Contractor will only be compensated for completed pet registrations after County receives the Monthly Worksheets detailing all completed registrations. Any pet registration that is processed by Contractor for County during the Term of this Agreement will be considered completed for purposes of this Agreement, whether or not the registration was or is actually delivered after the Term of this Agreement.

**Fees**. Contractor may charge and collect the following additional fees directly from pet owners, and Contractor shall be entitled to retain any such fees so collected as part of Contractor's compensation under this Agreement:

$2.00 for each on-line transaction.

**Exhibit C**
**Security Requirements**

**Enterprise Technology Services Security Requirements Exhibit – High Risk**

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.

1.5. 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. 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 requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County Data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

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. Software Installed in County's Network

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

6.1.1. 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;

6.1.2. 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;

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

6.1.4. 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;

6.1.5. 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;

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

6.1.7. 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;

6.1.8. 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

6.1.9. 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).

7. Equipment Leased or Purchased from Contractor.

7.1. 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:

7.1.1. 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;

7.1.2. 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;

7.1.3. 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;

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

7.1.5. 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);

7.1.6. 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;

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

7.1.8. (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).

8. Payment Card Industry (PCI) Compliance

8.1. 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:

8.1.1. 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;

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

8.1.3. 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);

8.1.4. 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;

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

8.1.6. 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;

8.1.7. 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

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

9. 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.

**Exhibit D**
**Support and Maintenance Minimum Standards**

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

- Access to System twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except for periodic maintenance by Contractor or internet outages beyond Contractor's control.

- Conduct maintenance outside County's normal business hours and ensure that the site is down for no longer than 4 hours at a time, and no more frequently than is reasonably necessary. Contractor shall provide 72 hours notice to County of expected maintenance intervals.

- Notify County of unplanned system outages within 1 hour of their occurrence and provide an estimated time for reinstitution of service. If Contractor's System continues to be unavailable to County due to unplanned system outages for a period of forty-eight (48) consecutive hours from Contractor's initial notification to County, Contractor will notify County and have ten (10) days to remedy System outage.

- On-call availability via telephone and e-mail during Business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Products or System;

- Routine notification to County as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

# Exhibit E

## MINIMUM INSURANCE REQUIREMENTS

**Project:** Animal Licensing Tag Program
**Agency:** Animal Care Division

| TYPE OF INSURANCE | ADDL INSD | SUBR WVD | MINIMUM LIABILITY LIMITS | | |
|---|---|---|---|---|---|
| | | | | Each Occurrence | Aggregate |
| **GENERAL LIABILITY - Broad form**<br>☑ Commercial General Liability<br>☑ Premises–Operations<br>☐ XCU Explosion/Collapse/Underground<br>☑ Products/Completed Operations Hazard<br>☑ Contractual Insurance<br>☑ Broad Form Property Damage<br>☑ Independent Contractors<br>☑ Personal Injury<br>**Per Occurrence or Claims-Made:**<br>☑ Per Occurrence ☐ Claims-Made<br>**Gen'l Aggregate Limit Applies per:**<br>☐ 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**<br>☑ Comprehensive Form<br>☑ Owned<br>☑ Hired<br>☑ Non-owned<br>☑ Any Auto, If applicable<br>***Note: May be waived if no driving will be done in performance of services/project.*** | | | Bodily Injury (each person) | | |
| | | | Bodily Injury (each accident) | | |
| | | | Property Damage | | |
| | | | Combined Bodily Injury and Property Damage | **$500,000** | |
| ☐ **EXCESS LIABILITY / UMBRELLA**<br>**Per Occurrence or Claims-Made:**<br>☑ Per Occurrence ☐ Claims-Made<br>*Note: May be used to supplement minimum liability coverage requirements.* | | | | | |
| ☑ **WORKER'S COMPENSATION**<br>*Required if the vendor comes on-site to provide services.* | N/A | ☑ | Each Accident | **STATUTORY LIMITS** | |
| ☑ **EMPLOYER'S LIABILITY** | | | Each Accident | **$100,000** | |
| ☑ **CYBER LIABILITY / DATA COMPROMISE** | N/A | | **CERTIFICATE OF INSURANCE MUST REFLECT EVIDENCE OF THIS COVERAGE.** | | |
| ☑ **CRIME / EMPLOYEE DISHONESTY** | | | Each Claim: | **$150,000** | |

Description of Operations: Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

**CERTIFICATE HOLDER:**

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Digitally signed by COLLEEN POUNALL
Date: 2025.01.08 14:27:47 -05'00'

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__

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

Contract Administrator

By: _____
(Date)

Project Manager

By: _____
(Date)

**Contractor**

By: _____
Authorized Signer

_____
Print Name and Title

_____ day of _____, 20___

**Exhibit G**
**Service Level Agreement**

In connection with all Services provided to County under the applicable contract (the "Agreement"), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer ("CIO").

Sections 1-5 of this SLA apply to all aspects of the Contractor Platform. In addition, Sections 6 and 7 of this SLA apply to any Software as a Service ("SaaS") or web hosting services provided to County under the Contractor Platform.

1. Definitions

1.1. "Contractor Platform" means any and all SaaS or web hosting to be provided by Contractor under the Agreement, including any system or other solution that stores, hosts, or transmits County Data. Contractor shall maintain the same standards set forth herein for its data centers and facilities that store or host County Data.

1.2. "County Data" means the data and information (including text, pictures, sound, graphics, video and other medium) relating to County or its employees or agents, or made available or provided by County or its agents 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. Any other capitalized terms not defined herein refer to those terms as defined in the Agreement, if so defined; if not defined in the Agreement, any other capitalized terms shall have their plain language meaning as used in the applicable context.

2. Security

2.1. General

2.1.1. Contractor will ensure that County can authenticate all access by username/password or two-factor authentication.

2.1.2. Contractor shall ensure that separation of duties and least privilege access are enforced for privileged or administrative access to County Data and the Contractor Platform.

2.1.3. Contractor shall ensure that its service providers, subcontractors, and any third parties, including any data hosting providers, performing any services related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subcontractors or other third parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.4. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.5. When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same.

2.1.6. Contractor must mitigate critical or high-risk vulnerabilities (as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability, Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline for resolution.

2.2. Controls.

2.2.1. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

2.2.2. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

2.2.3. Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open-source application patches, and firewalls to protect against unauthorized access to the Contractor Platform.

2.2.4. Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform.

2.3. Network Architecture/Security.

2.3.1. Contractor shall protect any internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.2. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for the connection between any user or County network to the Contractor Platform.

2.4. Physical Architecture/Security

2.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

2.4.2. Contractor shall ensure adequate background checks are routinely performed on any personnel with access to County Data. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Incident Response.

2.5.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County Data exists or is stored, Contractor shall report to County within twenty-four (24) hours after Contractor becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, unless a longer time period is approved in writing by the CIO, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data without the advance written consent of County.

2.5.2. Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents.

2.5.3. Upon request by County, Contractor shall deliver to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform.

2.5.4. In the event the Contractor Platform has been compromised, Contractor shall promptly notify the County of the security breach. County may, at its sole discretion, terminate all access to the Contractor Platform.

2.6. County Data.

2.6.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes any social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or any other protected data such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall immediately notify County of any compromise of any encryption key. Contractor shall provide a copy of County's encryption key(s) at County's request. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data identified in this paragraph.

2.6.2. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days thereafter documenting that no County Data is retained by Contractor in any format or media.

2.6.3. County Data is the property solely of County and may not be reproduced or used by Contractor with the prior written consent of County. Contractor and its Subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.6.4. County shall have the right to use the Products and Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.6.5. In the event of any impermissible disclosure, loss, or destruction of County Data caused in whole or in part by any action or omission of Contractor, Contractor must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, and destruction.

2.6.6. County shall have sole control over County Data unless otherwise expressly stated in the Agreement and required for Contractor to provide the Services required under the Agreement.

2.6.7. Contractor shall not supplement, modify, or alter any deliverable previously accepted by County or any County Data (other than modifications strictly necessary to upload the County Data to the Contactor Platform) without County's prior written consent.

3. Compliance.

3.1. Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements, and will, upon request:

3.1.1. Provide a letter attesting that the Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;

3.1.2. Permit County or its contractors to conduct automated and manual scans and penetration ("Pen") tests at mutually agreed upon times;

3.1.3. Provide Contractor's architecture documents, information security policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and

3.1.4. Permit County to conduct a physical inspection of Contractor's facilities but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.

3.2. Contractor shall provide County account reports consisting of the account holder's name and application access rights upon County's request.

3.3. Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4. Infrastructure Management

Contractor shall ensure that an unlimited number of transactions may be processed to the County production database. Subject to County approval, Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA. Contractor shall routinely apply upgrades,

new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform or County Data. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes, including without limitation, for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following: periodically refresh data from production; perform an ad-hoc refresh of data from production; not refresh data from production until further notice from County; or refresh data on an ad hoc basis with training data supplied by County.

5. Transition/Disentanglement

5.1. Contractor will complete the transition of any terminated Services or Support and Maintenance to County and any replacement provider(s) that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services, County Data, or the ongoing business operation of County ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by County. Specifically, and without limiting the foregoing, Contractor shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County's prior written consent, transfer, reassign, or otherwise redeploy any of Contractor's personnel during the Disentanglement period to the extent such action would impede performance of Contractor's obligations under the Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services or Support

and Maintenance. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide County a list with current valuation based on net book value of any Contractor-owned tangible assets required to make the Contractor Platform available to County. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, Contractor shall use best efforts to ensure that any and all related warranties will transfer along with those assets.

6. Network Architecture/Security.

6.1. Network Architecture.

6.1.1. The Contractor Platform shall be protected behind a layer of firewalls.

6.1.2. At County's request, Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of the data center and details of connectivity for all third parties who have access to County Data. Any network security changes implemented by Contractor must not compromise the security of County Data. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

6.1.3. Contractor shall restrict inbound and outbound traffic to County's network to "deny all, permit by exception" configuration.

6.1.4. Contractor's wireless networks connected to the Contractor Platform shall at a minimum, be configured for Wi-Fi Protected Access 2 (WPA2)-Enterprise using Advanced Encryption Standard (AES) and Protected Extensible Authentication Protocol (PEAP), or current industry security standards (whichever is higher) to secure and protect County data.

6.2. Physical Architecture/Security. Contractor shall connect its hosting site for the Contractor Platform through at least two (2) independent Internet Service Contractors ("ISPs") with different internet points of presence.

6.3. Disaster Recovery

6.3.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of twenty-four (24) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

6.3.2. Contractor shall conduct a disaster recovery test of the hosted or SaaS system that is utilized by or comprises the Contractor Platform on at least an annual basis.

6.4. County Data. Contractor shall make any County Data available to County upon request within one (1) business day and in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML"), or in another format as may be mutually agreed by County and Contractor.

7. Service Availability

7.1. System Availability

7.1.1. Contractor guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7 a.m. – 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the Contractor Platform and System are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the Contractor Platform and System are fully restored. As long as the System is available over the internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. Contractor Platform or System unavailability due to Contractor's equipment failure constitutes Network Downtime.

7.2. Infrastructure Management.

7.2.1. To the extent the Contractor Platform provides or supports public access to users in Broward County or through the County's web pages, the Contractor Platform shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

7.2.2. Contractor will retain all County-related database records regardless of number or size.

7.2.3. To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

7.2.4. Contractor shall conduct full, encrypted backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of the required performance by Contractor under this Agreement. Upon County's request, Contractor shall also provide restoration of individual file(s).