

RESOLUTION No. 2007-131-638

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CROSS TELECOM CORPORATION IN THE AMOUNT OF \$543,692.95 FOR THE DEVELOPMENT, INSTALLATION, AND MAINTENANCE OF A TELEPHONE NETWORK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has committed to implementing its own Police Department on December 1, 2007, and

WHEREAS, it is necessary for the City to purchase a phone system that will not only serve the Police Department, but the entire City, and

WHEREAS, the City, along with its consultant, BearingPoint, have determined what the City's needs will be with respect to telephone system, and

WHEREAS, the State of Florida issued an RFP, awarded Contract No. 250-000-003-01 and certified a list of vendors who are qualified to install the necessary telephone system, and

WHEREAS, the City has requested quotes from those vendors who are approved through the State Contract, and

WHEREAS, two vendors responded to the City's request for proposals, and

WHEREAS, City staff has evaluated those proposals and are recommending that the City Council authorize the City Manager to negotiate with and enter into an Agreement with Cross Telecom Corporation in the amount of \$543,692.95 for the development, installation, and maintenance of a telephone system for the City,

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to negotiate with and enter into an Agreement with Cross Telecom Corporation in the amount of \$543,692.95 for the development, installation, and maintenance of a telephone system for the City.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 12, 2007.

ATTEST:


SHIRLEY GIBSON, MAYOR


RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Watson
SECONDED BY: Councilman Campbell

VOTE: 5-2

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Oscar Braynon, II	<u> </u> (Yes)	<u> x </u> (No)
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> </u> (Yes)	<u> x </u> (No)
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilwoman Oscar Braynon II
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman André Williams

Agenda Cover Page

Date: **August 27, 2007**

Fiscal Impact: No Yes **X**

(If yes, explain in Staff Summary)

Funding Source: **Police Dept. – Facilities Bond** 1st Reading

Contract/P.O. Requirement: Yes **X** No Advertising requirement: Yes No **X**

Sponsor Name/Department: **Danny Crew, City Manager**

Public hearing

Quasi-Judicial

Ordinance

Resolution **X**

2nd Reading

Title

Resolution of the City Council of the City of Miami Gardens, Florida, authorizing the City Manager to issue a Purchase Order to _____, in the amount of \$ _____, for the development and installation of a telephone network; providing for the adoption of representations; providing an effective date.

Staff Summary

The City has committed to start Police patrol services on December 1, 2007 and has taken a number of steps to meet that deadline. We recently purchased a building to house the Police operations and are currently renovating to meet the operational needs.

As part of our operations we will require a telephone system, which will allow for normal operations (including phone & messaging service); call taking & dispatching; and operation during critical emergencies and allow for integration with the other City phones.

We contracted the services of BearingPoint to design, engineer and provide us with their technical expertise in developing the phone network. In conjunction with BearingPoint we evaluated several systems, considering: reliability, price, potential to expand, ability to integrate with City Hall and other sites, and technical redundancy to maintain continued operation. The evaluation team attended demonstrations included representatives from Police, Information & Technology Division and the City Managers Office.

**J-6) CONSENT AGENDA
TELEPHONE NETWORK
INSTALLATION**

An RFP was developed and proposals requested from various vendors on the States (contract No. 250-000-003-01) list of vendors prequalified to implement (prepare sites, install, train, test, convert and provide preventative maintenance) a complete telephone system. Proposal submissions were expedited to allow staff sufficient time to evaluate and make a recommendation to Council, to have a completely tested and operational system in place by the December 1, 2007 deadline. Three (3) vendors received packages and the deadline was extended to September 6th, 2007 based on several technical inquiries from all three (3) vendors. This was the latest we could accommodate responses, allow for a comprehensive analysis and recommendation in time for your September 12th, 2007 Council meeting.

We received responses from ■ vendors. We will work with BearingPoint and our internal evaluation team to complete a thorough analysis, develop a recommendation and provide this as a "walk-on" item for the Council meeting.

Recommendation:

Staff will be providing a recommendation to the Council prior to the Council meeting.

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilwoman Oscar Braynon II
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman André Williams

Revised Agenda Cover Page

Date: **August 27, 2007**

Fiscal Impact: No Yes **X**

(If yes, explain in Staff Summary)

Funding Source: **Police Dept. – Facilities Bond** 1st Reading

Contract/P.O. Requirement: Yes **X** No Advertising requirement:

Sponsor Name/Department: **Danny Crew, City Manager**

Public hearing Quasi-Judicial

Ordinance

Resolution **X**

2nd Reading

Yes No **X**

Title

Resolution of the City Council of the City of Miami Gardens, Florida, authorizing the City Manager to issue a Purchase Order to Cross Telecom Corporation, in the amount of \$543,692.95, for the development and installation of a telephone network; providing for the adoption of representations; providing an effective date.

Staff Summary

The City has committed to start Police patrol services on December 1, 2007 and has taken a number of steps to meet that deadline. We recently purchased a building to house the Police operations and are currently renovating to meet the operational needs.

As part of our operations we will require a telephone system, which will allow for normal operations (including phone & messaging service); call taking & dispatching; and operation during critical emergencies and allow for integration with the other City phones.

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Two proposals were received, AT&T Corporation provided a proposal with a Nortel Networks Communication System, Cross provided a proposal with an Avaya System. A Selection/Evaluation Committee consisting of Ron McKenzi, BearingPoint; O'Lante Brown, Bearing Point; and William Henderson, Systems & Network Manager, evaluated the proposals. The rankings are listed below:

<u>Company</u>	<u>Evaluation Points</u>	<u>System \$\$</u>	<u>Maintenance \$\$</u>
At&T	total: 242	\$580,926.69	\$388,050.00
Cross	total: 300	\$351,978.18	\$294,760.77

Recommendation:

We recommend contracting with Cross Telecom Corporation, local office located in Miami Florida in the amount of \$543,692.95 which encompasses \$351,978.18 system cost and \$294,760.77 maintenance costs for five years.

AGREEMENT FOR VOICE OVER IP TELEPHONE SYSTEM

THIS AGREEMENT is made and entered into this 20th day of September, 2007, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and Cross Telecom Corporation authorized to do business in the State of Florida, (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City issued Request for Quotations ("RFQ") on August 22, 2007 in accordance with the State of Florida Contract under Information Technologic Hardware 250-000-03-1 and

WHEREAS, Consultant submitted a Proposal dated September 6, 2007 in response to the City's request; and

WHEREAS, at a meeting held on September 12, 2007, the City Council selected the Consultant and agreed to contract with Consultant to perform the services described in the RFQ and Consultant's Proposal submitted in response to the RFQ ("Services").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the City for Voice over IP Telephone System RFQ#07-022 (Exhibit 1).
- (ii) Proposal for the City of Miami Gardens prepared by Consultant dated September 6, 2007 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work

Services to be performed under this Agreement will be defined by a statement of work (Statement of Work) signed by both Parties, however, for signing purposes the Statement of Work and Order may be merged into one document.

Statement of Work (or Change Request) shall at a minimum, include a description of the Services, pricing, payment terms and where applicable, any special terms and conditions concerning the specific services to be performed. Customer may request the performance of additional services or changes to a Statement of Work pursuant to this Agreement. In such event, the Parties shall prepare and execute a new Statement of Work or Change Request, which shall be signed by both Parties.

Article 3 Qualifications

Consultant and the individual executing this Agreement on behalf of the Consultant warrant to the City that the Consultant is a Minnesota corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Consultant possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Article 4 Compensation

For all Services provided by Consultant, the City shall pay Consultant \$354,478.18 for all of the equipment, installation and shipping and \$189,214.77 for maintenance and support for the first five years. All invoices for equipment and installation shall be submitted as follows: twenty-five percent (25%) of equipment cost upon execution of contract; fifty percent (50%) of equipment cost net 30 days from ship date and twenty-five percent (25%) net thirty days from receipt of invoice upon final acceptance of complete transaction; and 100% of installation (service) net thirty days from receipt of invoice upon final acceptance of complete transaction.

Support and maintenance invoices shall be invoiced not more than once per month following the warranty period and in sufficient detail to demonstrate compliance with the terms of this Agreement.

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Council. If the City Council fails to approve an annual appropriation needed to continue any aspect of this Agreement City shall immediately notify Consultant. If the City disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant.

Article 5 Completion Time

The work described herein shall be completed not later than sixty (60) days from award. For purposes of this Agreement "award" shall mean that date the Agreement is executed and the first 25% equipment payment is issued.

Article 6 Indemnification

City

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City. Further, the Contractor shall fully indemnify, defend, and hold harmless the City from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the City shall give the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the City in an infringement action without the Contractor's prior written consent, which shall not be unreasonably withheld. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the City the right to continue using the product, the Contractor shall remove the product and refund the City the amounts paid in excess of a reasonable rental for past use. The City shall not be liable for any royalties. Except as specified in the foregoing portions of this section, for all other claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be the greater of \$100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The City may set off any liability or other obligation of the Contractor or its affiliates to the City against any payments due the Contractor under any contract with the City.

Article 7 Insurance

Consultant shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

Consultant shall provide and maintain professional liability (errors and omissions) insurance coverage, 1) \$500,000 per occurrence, \$1,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible. 2) Claims made policy must have an extended period of two years or occurrence based policy. 3) Deductible program or Self Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SRI is required.

Consultant shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the CITY as an additional insured and Consultant shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Consultant shall also provide CITY with proof that Consultant has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Consultant.

Consultant shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

Article 8 Term

This Agreement shall become effective upon execution by both parties and shall continue in force through five years of maintenance and support. The

City reserves the right to continue the maintenance and support after the first five years.

Article 9 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the termination, Consultant shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager.

The City may, terminate this Agreement for cause immediately, and shall provide notice as soon as possible to Consultant.

Consultant may terminate this Agreement by giving the City at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Consultant and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Consultant will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Consultant for the services provided through the date of termination.

Article10 Ownership

All inventions, discoveries, deliverables, intellectual property, technical communications and records originated or prepared by Consultant pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 11 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with

the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 12 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 13 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 14 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Consultant of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Consultant requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 15 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

City:
Danny Crew, City Manager
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169

Consultant:
Cross Telecom Corporation
Attn: Contract Management
10900 Nesbitt Avenue South
Bloomington, MN 55437

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 16 Independent Contractor

Consultant is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Consultant shall be by employees of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to Consultant hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 17 Assignment

Subject to the provisions above, this Agreement shall not be assignable by Consultant.

Article 18 Prohibition Against Contingent Fees

Consultant warrants that it has no employees or retained any Consultant or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 19 Attorneys Fees

Should any dispute arise hereunder, the City shall be entitled to recover against the Consultant all costs, expenses and attorney's fees incurred by the City in such dispute, if City prevails, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Consultant shall be entitled to the same if it prevails.

Article 20 Non-Discrimination

Consultant agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with

the Disabilities Act of 1990, the Age Discrimination Act of 1975. Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. Consultant will take affirmative action to insure that all employment practices are free from such discrimination.

Article 21 Conflict of Interest

Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23 Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Warranty

The warranties set forth by the manufacturer of the products sold to City by Consultant shall be passed through Consultant to City by the manufacturer. City understands and accepts that all hardware and/or software produced by third parties and sold to City carry only the manufacturer's warranty.

Any Services provided under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. City's sole and exclusive remedy for breach of Consultant's warranty shall be that Consultant in its sole discretion either (i) use its reasonable commercial efforts to re-perform the Services, or (ii) refund the fee City paid for the Services that are in breach of Consultant's warranty. Any claim for breach of warranty must be made by City in writing to Consultant within (30) thirty days of the date that the Services that do not comply with Consultant's warranty were performed. If City fails to timely notify Consultant of the warranty breach during the 30-day period, City shall be deemed to have accepted the Services.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Article 30 Software License Terms

By signing this Agreement, City agrees to adhere to the terms of the software license(s) set forth by the manufacturer(s) of the products sold to City by Consultant, which are passed directly through Consultant from the manufacturer(s) to City. Copies of manufacturer's software licenses/warranty agreements appropriate to City's purchases can be found at <http://www.crosstelecom.com/warranty.asp>, with printed copies available upon request. All Manufacturer's software licenses/warranty agreements shall be binding upon City as if they were provided to City on the execution date of this Agreement. Notwithstanding any contrary provision contained within this Agreement, specifically Article 10, City understands and accepts that all software produced by third parties and sold to City are specifically and expressly excluded from any contrary terms, covenants and condition contained herein and the manufacturer(s)' terms and conditions govern. Ownership, usage and any other intellectual property rights concerning third party software are controlled and governed by the terms of the third party software maker and nothing contained

herein, directly or indirectly, express or implied shall change, modify or otherwise alter said terms.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

MARK SAMUEL
Print Name:

Mark Samuel

By: BARRY Labovitz
Print Name

Barry Labovitz
CITY OF MIAMI GARDENS

ATTEST:

Ronetta Taylor
Ronetta Taylor, CMC
City Clerk

By: *Danny Crew*
Danny Crew
City Manager

Date: 9/4/07

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

Sonja Dickens
Sonja Dickens, City Attorney