PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
UNITED DATA TECHNOLOGIES, INC
FOR
INSTALLATION OF FORTIVOICE ENTERPRISE PHONE SYSTEMS

THIS AGREEMENT, dated as of the 10 day of October, 2018, is made between **United Data Technologies, Inc.,** a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA,** a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Installation of FortiVoice Enterprise Phone Systems at City Hall and Police Department Buildings(the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

    1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services..

    1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

    2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30, 2019, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.

    2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

    3.1   The Consultant shall be compensated in the following manner:

        Progress payments (as set forth in EXHIBIT A attached hereto and made a part hereof) to be made on equipment delivered on site or services rendered based on the services schedule of the project (as set forth in EXHIBIT A attached hereto and made a part hereof) for PO# 20190376-00 for $21,595.00. Excludes Change order request from the City.

    3.2   The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

    3.3   If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubConsultants.**

    4.1   The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Project.

    4.2   Any sub-Consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

    5.1   Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

    5.2   Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

    6.1   The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

    7.1   To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

    8.1   The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant. The City Manager may immediately terminate this Agreement if is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Consultant has or may have violated Federal, State, or local laws. In the event that Consultant has failed to perform in accordance with this Agreement or to take reasonable direction by the City Manager in furtherance of this Agreement ("Act of Default"), the City Manager shall provide Consultant with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Consultant fail to cure an Act of Default with the corresponding cure period of same, the City Manager may terminate this Agreement immediately.

    8.2   Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

    8.3   In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

    8.4   The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard

copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement, subject to receipt of Final payment per 8.3.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:	Edward A. Rojas
	City Manager
	City of Doral, Florida
	8401 NW 53rd Terrace
	Doral, Florida 33166

| With a Copy to: | Luis Figueredo, ESQ. |
| | City Attorney |

For The Consultant:	United Data Technologies, Inc.
	Fernando Fernandez
	CFO
	8825 NW 21st Terrace
	Doral, FL 33172

14. **Governing Law.**

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

15. **Entire Agreement/Modification/Amendment.**

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

    15.2   No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

    16.1   Pursuant to Section 119.0701, Florida Statutes, Consultant shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:

        (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

        (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

        (c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

        (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.

16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Consultant to allow reasonable access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Consultant.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent Consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

    20.1   The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

    21.1   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.

22. **Survival of Provisions**

    22.1   Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

    23.1   The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

    24.1   This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.
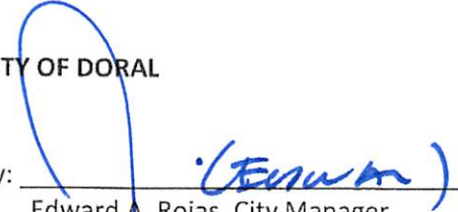
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.
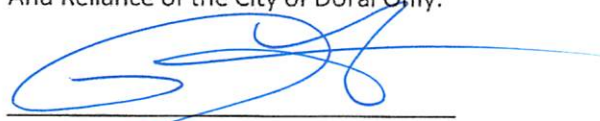
Attest:

_____
Connie Diaz, City Clerk

CITY OF DORAL

By: _____
Edward A. Rojas, City Manager

Date: _____11.6.18_____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

_____
Luis Figueredo, ESQ.
City Attorney

UNITED DATA TECHNOLOGIES, INC.
("CONSULTANT")

By: _____
Fernando Fernandez
CFO

Date: ____10/31/18____

SCOPE OF SERVICES

SEE EXHIBIT "A" ATTACHED

Professional Services
Service Agreement

Prepared for
City of Doral, FL
Fortivoice PS

DORAL
FLORIDA

Created:
Revision 2. 2

Table of Contents

This Service Agreement ("Agreement"), effective as of August 14, 2018 by and between United Data Technologies, Inc. with its registered office address at **8825 NW 21 Terrace, Miami, FL 33172** ("UDT") and City of Doral, FL with its registered office address at City Hall , City of Doral and ("Client") (each a "Party" and together the "Parties"). Client acknowledges that it is an eligible purchaser under this Agreement.

1. SCOPE OF AGREEMENT

1.1.   This Agreement governs UDT's provision of, and Client's use of UDT's Professional Services as further detailed in this Agreement.

1.2.   This Agreement incorporates all provisions of the exhibits, supplements, addendums, amendments and other documents that are referenced herein. All of these documents taken together, including those effective in the future, shall constitute the entire agreement between UDT and Client and replace any prior oral and/or written communications, negotiations and agreements relating to the subject matter hereof. This Agreement may not be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both parties.

2.   PROJECT CONTACTS

Client Contact Information	
Name:	Miguel Urrutia
Title:	Assistant IT Director
Email:	miguel.urrutia@cityofdoral.com
Address:	8401 Northwest 53rd Terrace
Phone:	(305) 593-6725 ext. 1704
UDT Contact Information	
Name:	Andres Avila
Title:	Senior Systems Engineer
Email:	aavila@udtonline.com
Address:	8825 NW 21st Terrace
Phone:	(954)684-4140

3. PROJECT BACKGROUND AND SUMMARY

City of Doral is looking to replace their existing Avaya Phone system with a new Fortinet FortiVoice System. This system will provide Call Control, Integrated VoiceMail, Recording Solutions and Contact Center Capabilities.

This system will be installed at City of Doral main two sites : City Hall and Police Department Buildings in a high redundancy configuration. It will provide support for all their remote locations including Police Department Substation, Legacy Park and all the Remote Parks in the city.

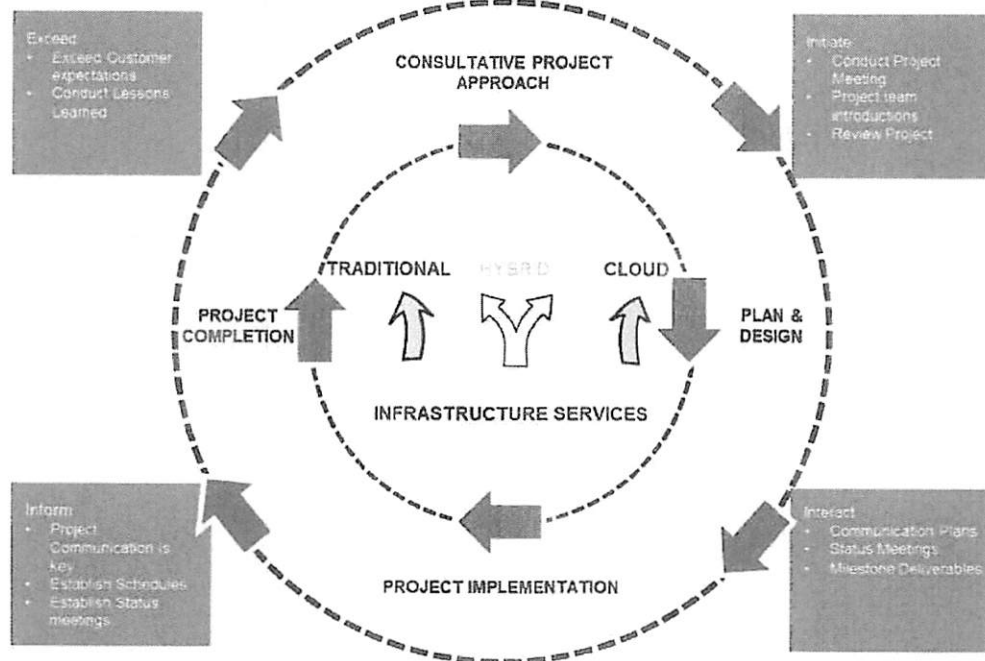### 3.1. Project Locations(s): 8401 Northwest 53rd Terrace. Doral FL 33166

4. PROJECT DELIVERY AND TIME ESTIMATES:

The engagement is expected to consist of up to 31 working days on site at the City Hall , City of Doral location.

The above timeline is an estimate assuming there are no delays due to unforeseen issues.

UDT Project Delivery Methodology:

United Data Technologies STRIVEs for consistency and excellence in delivery of solutions for our clients. UDT has adopted a project delivery methodology to provide our clients with an expectation of how UDT will approach each stage in a projects lifecycle; from project initiation to project completion.

5. PROJECT TASKS:
Phase 1: Kick-off

•UDT Internal Kickoff Meeting

•Official Project Kickoff

oIdentify Project Stakeholders

oDetermine timelines

oDiscuss Project Methodology

oDiscuss timelines and milestones

oIdentify project escalation procedures

oDiscuss Change order Process

Phase 2: Planning and Preparation

•UC Core Systems Planning

•UC Solution Design Meeting(s)

oAvaya CS1000 Discovery and information gathering

oContact Center information gathering

oContact Center Call Flow Creation

oDesign Documentation Creation and review

oDesign Document Review and Sign-off meeting

•Determine any custom requirements for location

•Pickup groups

•Hunt Groups

•Non-standard configurations

•Inventory and document all equipment

•Rack/Stack Equipment (FortiVoice Gateways)

•Acquire licenses and software required for installation

Phase 3: Deployment

•Configure VMWare on (2) Customer Provided Servers

•Deploy FortiVoice OVF

•Apply Licenses to Servers

•Configure Network Settings

o Management IP

o Logical Interfaces and Network Interfaces

o Static Routes

o DNS

o DHCP Server if Needed.

o NTP, SNMP, SMTP and Storage

•Configure Admin Accounts and access Profiles

o Configure Admin Accounts and Profiles

•Configure HA

o Configure HA mode and Group

o Configure Primary HA options

o Configure Interface Monitoring for HA

o Configure Service-Based Failover

.

•Configure Forti Voice Certificates

o Generate CSR

o Adding CA certificates

o Uploading Signed Certificates

•Configure Phone System

o Configure PBX Options

o Setup Call Report and Notifications

o Configure SIP Settings

o Configure SIP Profiles

o Configure SIP Auto Provision

o Configure Phone Profiles

o Configure LDAP

o Upload MOH Files.

o Configure Location Profiles

o Configure Survivability and/or Create Gateway Trunks.

o Setup Remote Extensions

o Setup Fax Extensions

o Setup SIP Forking (Single Number Reach)

o Setup hunt Groups (Extension Groups, Ring Groups)

o Setup Paging (Paging Groups)

o Setup Pickup Groups

•Configure Call Routing / Dial Plan

o Setup DID Routing/Mapping

o Setup Outbound Restrictions

•Configure PSTN Access and Integration

o Setup SIP Trunks (2) or PRI's.

o Work with carrier to Schedule Cutovers and Number (DID) ports.

o Setup SIP Integration to Avaya for Phased Cutover approach

o Test Integration. Create Routing for Integration. CDP.

•User and Device Setup

o Setup DID

o Setup Voice Mail

o Setup Call Queues and Skills

o Setup Agent Information

o Review Phone Firmware (Updates)

•Call Center and Auto Attendant Setup

o Creating call queues and queue groups (Up to 10 Departments)

o Configuring agents (up to 5 Agents per Department)

o Configuring IVRs (Up to 10 Auto Attendants/Menu)

o Configuring surveys (Up to 1 Sample Survey)

o Configuring agent profiles

o Configure Hot-Desking

o Configuring call center report profiles and generating reports

o Configure Inbound Recording

•Admin Staff Knowledge Transfer

oAdmin (IT) Staff is encouraged to participate in the implementation.

oUDT Professional Services engineers will explain the configuration concepts and deployment methodology

oUDT Professional Services engineers will document and explain how to perform day to day tasks such as

☐Move/Add/Change users

☐Move/Add/Change Phones

☐Move/Add/Change voicemail

☐Add users to Hunt Groups

☐Add users to Pickup groups

☐Add users to Contact Center queues and agents

•Core Systems Testing

oValidate all services are started

oValidate all servers are healthy

oValidate Databases are replicating properly

oTest Server Resiliency

oTesting

☐Test On-net calls

☐Test On-net to off-net calls

☐test Off-net to on-net calls

☐Test Inbound calls

•Test calls to a DID

•Test Calls to a DID with voicemail

•Test Calls to all Autoattendants (10)

•Test DTMF Inbound

•Test Analog faxing inbound

•Test Outbound calls

•Test Local Calls

•Test Long Distance Calls

•Test International Cals

•Test 3-digit service calls

•Test 911 calls

•Test Toll-Free calls

•Test DTMF Outbound

•Test Outbound fax calls

Phase 4: Follow-up and CloseOut

•Post cutover support

•Lessons Learned

•Testing and acceptance plan completion form

•Update Documentation

•Closeout meeting

6. OUT OF SCOPE:

UDT is responsible only for performing the Services described in this Service Agreement. Services outside the scope of this Agreement include, but are not limited to:

- All Phone Deployments and Remote Devices or Gateways. This will be performed by City of Doral Personnel.
- Any installation, configuration or testing of hardware or software not outlined in this SOW;
- Any application or host system access that encompasses coding, scripting, application analysis, system performance, and/or troubleshooting;
- Any OS, application or hardware tuning, troubleshoots or maintenance steps including patches, upgrades and/or installations/re-installations relating thereto;
- Any CPU, server, or mid-range host monitoring and console operations;

- Any disk storage installation, implementation, configuration or reconfiguration;
- Network (LAN or WAN) support of day to day operations, resolution of network connectivity or security access issues;
- Installation, certification or configuration, and support of electrical, network, telecommunications, cabling infrastructure and components;
- Development of any custom solutions including scripting;
- Modification to any of **UDT** application software;
- Server and/or file system consolidations and/or relocation or validation of databases or data files.

7. CLIENT RESPONSIBILITIES:

•Customer must provide and configure PRI interfaces or SIP trunks from the Legacy Avaya PBX for integration to the Fortinet Solution
•Customer will be responsible for any additional infrastructure cabling required for the solution's implementation.
•This SOW assumes the customer will be responsible for all phone deployments
•Customer will coordinate training efforts with City employees.
•Customer will be responsible for coordinating communication with City staff, including site implementation and cutover dates.

8. BILLING SCHEDULE AND PAYMENT TERMS

8.1. Fixed Price

UDT pricing for this engagement is provided on a fixed price, single project basis regardless of the actual number of engineers or hours reasonably required to complete the work.

Service Description	Amount
Phase 1: Phase 1: Kick-off	$2,030.00
Phase 2: Phase 2: Planning and Preparation	$3,220.00
Phase 3: Phase 3: Deployment	$13,125.00
Phase 4: Phase 4: Follow-up and CloseOut	$3,220.00
TOTAL	$21,595.00

Travel and Expenses: $0.00

Pricing for this Professional Services Engagement:

Services Cost from Fixed priced milestones: $21,595.00

Travel Cost Budget (if Applicable): $0.00

Total Project Cost: **$21,595.00**

The fees outlined in our scope of services do NOT include out of pocket expenses, including reasonable transportation, meals and lodging expenses incurred to perform any of the services outlined hereunder. If

applicable, such reasonable out of pocket expenses will be added at cost to Client's final invoice upon completion of the services.

Upon completion of the services and/or each Milestone, UDT shall send an invoice to the Client along with a Milestone Completion Form ("Completion Form). Client has five (5) business days from receipt of the Completion Form to sign and return the Completion Form to UDT. Client's signature of the Milestone Completion Form, or Client's failure to return the form within five (5) Business Days, signifies Customer's acceptance that the Services have been performed in accordance with this Agreement.

8.2. Payment Terms

All invoices are due and payable net thirty (30) days from the date of invoice unless negotiated otherwise in writing by the Parties. UDT reserves the right to charge Client a late penalty of 1.5% per month applied against undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days thereafter based on Client's current outstanding balance. In addition, UDT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional Service Agreements and Change Request Orders until UDT's receipt of all overdue amounts. UDT shall have no liability to Client for any such suspension or termination of the Services or for its refusal of additional Service Agreements. UDT further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. **Payment terms are subject to UDT credit and financing approval.**

If Client elects to pay for the Services by using a Credit Card, Client shall provide UDT with valid and updated credit card information. If Client provides credit card information to UDT, Client authorizes UDT to charge such credit card for all Services listed in this Agreement, unless otherwise agreed to in writing by the Parties.

9. SCHEDULING AND WORK HOURS

UDT consulting services will be performed between 8:00am and 5:00pm (local time), unless after-hours or weekend work is requested or required.

After-hours required?	Yes
Weekend hours required?	TBD

9.1.   UDT has made every attempt to accurately estimate the total project cost and number of engineers required to successfully complete the project. If impediments or complications arise that are out of the control of UDT, the length of the project could be impacted. Valid impediments and/or complications consist of (but are not limited to):

- Malfunctioning client-owned hardware essential to conduct the engagement.
- Inability to access equipment or personnel that are required to complete the project.
- Inability to begin or continue work related to the project because of a lack of client-provided information, such as valid IP addresses, login information, network diagrams, change management, etc.
- Changes to either the project scope, timeline, deliverables or project schedule that occur after the date this agreement is executed.

9.2   Should a condition of this nature arise, UDT will notify client as soon as possible and provide specific details about the impediments accordingly. If the size, scope or number of documented impediments or complications results in

an unreasonable increase in either the number of engineers or hours required to complete the engagement, UDT may seek additional compensation from client.

9.3   UDT requires a signed Change Request Form and/or Service Agreement before project initiation.

10. GENERAL ASSUMPTIONS

UDT made the assumptions that follow in the preparation of the cost, resource estimates and schedule reflected in this AGREEMENT. Any changes to the assumptions may result in changes to UDT pricing and/or Project schedule.

- Additional required tasks discovered after the execution of this Agreement that are not mentioned in this Agreement will require a change order

- Defective equipment provided by the client utilized for this solution that require UDT additional hours of troubleshooting will require a change order

- Troubleshooting issues due to the clients' configuration changes after milestone signoff will require a change order

- UDT will perform most of the Services under this Agreement during normal business hours, 8:00 a.m. to 5:00 p.m. (local time) Monday through Friday, except UDT holidays, unless otherwise specified.

- UDT will be provided all required physical access to the clients' facilities (identification badge, escort, parking decal, etc.) as required by the client's policies.

- Some of the Services provided may be performed during the night shift and weekends. The client will provide the required access to systems and resources.

- The client is responsible for all transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.

- The client is responsible for the condition and readiness of the electrical power distribution plant and the correction of any anomalies and/or deficiencies.

- The client is responsible for providing all patch cables (copper and fiber optic) unless specifically indicated in the bill of materials.

- The client is responsible for providing adequate rack space, power, environmental controls, data wiring, engineering/staging workspace and any other access required for completion of this project.

- Some activities on this project may be performed on UDT's premises.

- UDT may engage subcontractors and third parties in performing a portion of this work.

- UDT will not make changes to the configuration of any network equipment after it has been installed and tested.

- The client's technical resources will be made available to the UDT project team for planning purposes and to answer questions about the existing environment.

- The client's staff resources will participate in the acceptance and ready for use (RFU) testing associated with this solution and sign off on those tests upon successful completion.

The client will provide UDT admin access on appropriate devices for the success of this project

11. PROJECT DELAYS

Any delays caused by site non-readiness that could require return visits and additional time are subject to billing. Examples are (not all applicable):

- Power Issues
- Cabling Delays
- Personnel Availability
- Delays In Receiving Required Client Provided Documentation

12. CHANGE REQUEST PROCESS:

If the parties wish to change or modify an existing Agreement, they shall execute a written statement that references the specific Service Agreement by date, purchase order number, or other identifier, and describes the requested changes using the form set forth in Exhibit A (a "Change Order"). No changes to a Service Agreement shall become effective until both parties have mutually agreed upon and executed the Change Order Form. When charges are necessary in order to analyze a change, UDT will provide a written estimate and begin the analysis on written authorization from the Client. The terms of a mutually agreed upon Change Request will prevail over those of this Service Agreement or any previous Change Request Form.

13. TERMS AND CONDITIONS

13.1. Termination

This Service Agreement may be terminated by either party if the other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach. The termination of this Agreement will not affect Client's obligation to make payments as a result of events that occurred prior to termination. To the extent that the Services include the hosting, maintaining or otherwise managing of any Client Data where Client does not otherwise have the ability to download a copy of such Client Data, UDT shall provide Client with a copy of such Client Data within thirty (30) days after the effective date of termination in a standard, electronic format to be mutually agreed upon by the parties. UDT has no obligation to retain, and reserves the right to dispose of, all Client Data after such time period.

13.2. Manufacturer product defects

UDT is neither a manufacturer of hardware nor a publisher of computer software. Because of this, UDT cannot be held responsible for a functionality or performance defects of any products associated with this engagement. Manufacturer warranties, where extended by the manufacturer, for products sold or otherwise provided by or licensed through UDT (or UDT product partners) are set forth in the end user license agreements and manufacturer warranty statements, and such warranties, if any, are solely those of the manufacturer. UDT will take reasonable measurers to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

13.3. Employee Non-Solicitation

During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party will solicit for employment any employee or contractor of the other who was directly involved in the provision or receipt of the Services. A general advertisement or a request for employment initiated exclusively by the employee is not considered a solicitation. In the event either Party violates this provision and subsequently retains an employee of the other, the Party in breach will pay to the other, as liquidated damages and not as a penalty, an amount equal to twelve (12) month's base salary at the rate provided to that employee by the Party in breach of this provision.

13.4. Notices

Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Agreement, and copied to:

To Client:
Miguel Urrutia
8401 Northwest 53rd Terrace
Miami, FL 33166

To UDT:
United Data Technologies, Inc.
Attn: Legal Affairs Team
8825 NW 21 Terrace
Miami, FL 33172

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

13.5. Warranty

13.5.1. UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the Service Agreement. In performing its obligations, UDT may give advice to Client based on information supplied to UDT by Client or third parties who have expertise or knowledge not held by UDT with regard to services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Client based on that advice. Products provided to Client under a Service Agreement that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. To the extent permitted under UDT's agreement with Third Party Technology providers, Hardware providers, and third party providers of hardware and/or software integrated into or otherwise used in connection with the Deliverables, UDT will designate Client as a third party beneficiary of warranties provided by such third party/ies for any such hardware and software. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware.

13.5.2. Client's exclusive remedy for breach of this warranty is the correction of defective Services by UDT. UDT will take reasonable measures to work, on behalf of the engagement, with vendors to escalate problems and take corrective action, based on the vendor's recommendations. Any delays caused by support calls due to manufacturer defects that will require additional time are subject to billing.

13.6. Limitation of Liability

13.6.1. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE SERVICE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL UDT (OR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) BE LIABLE FOR ANY LOST PROFITS, REVENUE, SALES, SAVINGS, OR VALUE AS WELL AS LOSS OF DATA OR INABILITY TO ACCESS DATA.

13.6.2. EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 13.8 OR BREACH OF UDT'S INTELLECTUAL PROPERTY RIGHTS UNDER THIS SERVICE AGREEMENT, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF SERVICE FEES PAID OR PAYABLE UNDER THE AGREEMENT WHERE THE CLAIM AROSE IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM. THE PARTIES AGREE TO HOLD EACH OTHER HARMLESS FOR ANY INJURIES TO PERSONS OR PROPERTY CAUSED BY THE INTENTIONAL AND WILLFUL ACTS OR GROSS NEGLIGENCE OF EACH PARTY IN THE PERFORMANCE OF SERVICES IN THIS AGREEMENT.

13.6.3. NOTHING HEREIN SHALL PREVENT EITHER PARTY FROM OBTAINING INJUNCTIVE RELIEF.

13.7. Insurance

13.7.1. At all times during the terms of this Agreement, UDT shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

a. Commercial General Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of UDT under this Agreement;

b. Worker's Compensation with limits no less than the minimum amount required by applicable law; and

c. Errors and Omissions/Professional Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

13.7.2. Upon the written request of Client, UDT shall provide client with copies of the certificates of insurance for all insurance coverage required under Section 13.7.1.

13.8. Confidentiality

The following information is "Confidential Information": (i) as to both parties, the terms of this Agreement, and all information exchanged by the parties during negotiations culminating in this Agreement and during the Term of this Agreement, any information related to a party's performance of, or failure to perform, this Agreement, and any information that is marked or designated as "Confidential" or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, Clients, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; and (iii) as to Client, data center locations, data center designs (including non-graphic information observed at Client's data center), Client Data but excluding in all cases any information which is independently developed by the other party as shown by such party's written business records, or information that becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each party shall return or destroy the other party's Confidential Information on completion of the Services, or earlier on request of the other party, provided that a party may retain the other party's Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a party, an officer of the other party shall certify its compliance with the preceding sentence.

13.9. Responsibility of the Parties

Each party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the parties. Although the parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as expressly specified in this Agreement.

13.10. Trademarks and Intellectual Property

13.10.1. Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

13.10.2. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services, Technology and Hardware, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Client shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Services are protected pursuant to intellectual property laws and treaties. Client may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

13.11. Assignability

Client may not assign this Agreement without UDT's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns. UDT has the right to assign, subcontract, or delegate in whole or in part this Service Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise.

13.12. Non-Waiver

The failure to exercise or delay in exercising a right or remedy under this Service Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Client's payment of fees is not a waiver of any claims for breach of this Agreement.

13.13. Force Majeure

UDT will not be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, environmental conditions at Premises, suppliers, fire, vandalism, cable cut, power outage, Client's third party contractors, non-performance of Third Party Technology providers specified by Client, storm or other similar occurrences; any law, order, regulation, action or request of any government, including state and local governments having jurisdiction over either of the parties, or of any instrumentality thereof, or of any civil or military authority; wars; or strikes or other labor difficulties.

13.14. Controlling law, Venue, and Costs of Suit

With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of Florida (exclusive of its choice of law principles) govern this Agreement and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Florida, Miami-Dade County, in any dispute arising out of or relating to this Agreement. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

13.15. Entire Agreement

This agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous agreement or understanding, written or oral.

14. Signatures

This Agreement may be executed by the Parties in counterparts which together shall constitute one and the same agreement among the Parties. A facsimile and/or electronic signature shall constitute an original signature for all intent and purposes.

THE PARTIES HERETO HAVE CAUSED THIS SERVICE AGREEMENT TO BE EXECUTED BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE HEREOF.

Client   **UNITED DATA TECHNOLOGIES, INC.**

Name: Miguel Urrutia   Name: Andres Avila

Title: Assistant IT Director   Title: Senior Systems Engineer

Signature: Signature:

Date: Date:

UDT

Exhibit A: Change Order Form

Requested on "DATE"

Client Name:	
Project Name:	Project Sponsor:
Project Project Ticket # Number:	Requestor:
Project Phase:	Priority: High ☐ Med. ☐ Low ☐

Description of Change:

Reason for Change:

Ramifications of Change: Schedule ☐   Staffing ☐   Other ☐   (explain ramifications below)

Estimated Cost: $
UDT Responsibilities

Response to Change Request

UDT Approved ☐ Rejected ☐ Cancelled ☐	Client
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

UDT

Exhibit B: Milestone Completion Form

Company Name: _____   **Contact Person:** _____

Billing Address: _____   **Installation Address:** _____

Sales Order Number: _____   **Phone:** _____

**Purchase   Order
Number:**   **Email:**

Comments \ Outstanding Issues:

Milestone Name:
Brief   Description   of   Worked   Performed:
.

I certify that the installation work completed by **United Data Technologies, Inc. (UDT)** has been done to the client's satisfaction:

**Client
Signature:** _____   **UDT
Engineer
Signature:** _____

**Printed
Name:** _____   **Date:** _____

         _____   _____

RESOLUTION No. 18-176

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-322 OF THE CITY CODE OF ORDINANCES, APPROVING THE PURCHASE OF FORTIVOICE™ ENTERPRISE PHONE SYSTEMS FOR CITYWIDE FACILITIES FROM UNITED DATA TECHNOLOGIES VIA NATIONAL COOPERATIVE PURCHASING ALLIANCE NCPA-01-65 WITH FORTINET, INC. IN AN AMOUNT NOT TO EXCEED $69,174.92; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTUAL DOCUMENTS AND EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") will be upgrading their citywide telecommunications enterprise systems; and

WHEREAS, in order to properly prepare the citywide upgrade for telephones, network equipment, license, and configuration of telecommunication sytems citywide, the Information Technology Department has recommended the City purchase FortiVoice™ Enterprise Phone Systems ; and

WHEREAS, the FortiVoice™ Enterprise Phone Systems is compatible with the City's current network infrastructure; and

WHEREAS, section 2-322 of the City Code of Ordinances provides that the City may enter into contracts competitively entered into by other governmental entities; and

WHEREAS, UDT ("UNITED DATA TECHNOLOGIES")is a vendor participating in National Cooperative Purchasing Alliance No. NCPA Contract 01-65 with Fortinet, and UNITED DATA TECHNOLOGIES has provided terms for the purchase of certain "FortiVoice™ Enterprise Phone Systems ," as specified in the quote attached hereto as

Exhibit "A" (the "Quote"), which is incorporated herein and made a part hereof by this reference; and

WHEREAS, staff has recommended the City Council purchase the FortiVoice™ Enterprise Phone Systems from UNITED DATA TECHNOLOGIES. in accordance with the Quote in the amount of $69,174.92, which has been competitively bid and is competitive even as compared to other providers selling via the National Cooperative Purchasing Alliance, with funds payable from account #001.60005.500652 & account#: 001.22005.500460

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. **Approval.** Pursuant to section 2-322 of the City Code of Ordinances, the procurement of the FortiVoice™ Enterprise Phone Systems from UNITED DATA TECHNOLOGIES., via National Cooperative Purchasing Alliance No. NCPA Contract 01-65 with Fortinet, in accordance with its quote in Exhibit "A", in an amount not to exceed **$69,174.92**, is hereby approved.

Section 3. **Authorization.** The City Manager is hereby authorized to enter into an agreement and other contractual documents, subject to approval as to form and legal sufficiency by the City Attorney, as may be necessary to procure the FortiVoice™ Enterprise Phone Systems , and to expend funds in furtherance hereof.

Section 4.   Implementation.   The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5.   Effective Date.   This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 10 day of October, 2018.

_____
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

_____
CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

_____
LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT "A"

UDT
ACCOMPLISH MORE

United Data Technologies
8825 NW 21 Terrace
Doral, Florida 33172
Tel: (305) 882-0435   Fax: (305) 882-0436
www.udtonline.com

Quotation No	AAAQ42720
Date:	Wednesday, August 29, 2018
Quoted by	Jason Motter
Tel:	Fax:

Quote For:
City of Doral
Miguel Urrutia
8401 NW 53rd Terrace
Doral, FL 33166

Ship To:
City of Doral
Miguel Urrutia
8401 NW 53rd Terrace
Doral, FL 33166

Tel: (305) 593-6725   Fax: Miguel.Urrutia@cityofd   Terms:

Quotation No: AAAQ42720 for Miguel Urrutia Miguel.Urrutia@cityofdoral.com

Line	Qty.	Part Number	Description	Price	Extended Price
1	219	FON-375	FORTINET INC. : IP Phone with 2.8/2.4	$97.34	$21,317.46
2	20	FON-570	FORTINET INC. : FortiFone-570	$185.38	$3,707.60
3	22	FON-675I	FORTINET INC. : Executive video IP phone with 7 TFT 800x480 Capacitive Multi Touch Screen,Programmable DSS Supporting Up to 100 Stations,1x GE WAN Port for LAN connection and 1x GE LAN port for PC connections	$244.57	$5,380.54
4	8	FON-C71	FORTINET INC. : FortiFone-C71	$317.45	$2,539.60
5	4	FF-E570	FORTINET INC. : FortiFone-E570	$88.52	$354.08
6	2	FC-10-F0500-248-02-36	FORTINET INC. : FortiVoice Enterprise-VM-500 FortiCare, 24x7 phone, OS updates 36 Months	$1,434.18	$2,868.36
7	2	FVE-VM-5000	FORTINET INC. : FortiVoiceEnterprise-VM-5000	$5,706.14	$11,412.28
8					
9	1	PROF SVCS	UDT Professional Services --- See SOW for specifics	$21,595.00	$21,595.00
10		**NCPA Contract 01-65**			

Line	Qty.	Part Number	Description	Price	Extended Price
				Sub Total	$69,174.92
				Sales Tax	$0.00
				Shipping	$0.00
				Total	**$69,174.92**

Ask your UDT representative how you can save thousands using Managed Services

Accepted by: _____

Date: _____

Please write bill to and ship to addresses below if different from quotation.

Order Number: _____