

## Sanchez, Rodzandra (COE)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Thursday, December 01, 2016 2:47 PM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** FW: Julian R. Manduley, C.P.M., IT Contracts & Procurement Manager, Miami-Dade County Information Technology Department (Conflict of Interest) INQ 16-264  
**Attachments:** Miami-Dade County Trial Agreement 110716 V5 - updated 11-28-16.docx; Miami Dade County Trial Agreement SOW - ATT SCOC 113016 V11.docx; Miami Dade County Trial Agreement SOW - Traffic Services 113016 V13.docx

[INQ 16-264 Manduley](#)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Thursday, December 01, 2016 2:46 PM  
**To:** Manduley, Julian R. (ITD) <Julian.Manduley@miamidade.gov>  
**Cc:** Centorino, Joseph (COE) <Joseph.Centorino@miamidade.gov>; Rosenthal, Oren (CAO) <Oren.Rosenthal@miamidade.gov>; Perez, Martha D. (COE) <perezmd@miamidade.gov>; Turay, Radia (COE) <Radia.Turay@miamidade.gov>  
**Subject:** Julian R. Manduley, C.P.M., IT Contracts & Procurement Manager, Miami-Dade County Information Technology Department (Conflict of Interest) INQ 16-264

Mr. Manduley:

You inquired whether Section 5.3 of the attached draft of a proof of concept Spotlight/Smartcity Trial Agreement between ATT, a County Vendor, and the County (“Draft Trial Agreement”) complies with the County Ethics Code.

Section 5.3 of the Draft Trial Agreement states in relevant part that:

“The County represents that, to the best of its knowledge and belief: (a) the County’s participation in the Trial **does not violate any applicable laws, regulations or rules in effect as of the Effective Date, including but not limited to procurement regulations, Code of Ethics Ordinances, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, Ethical Campaign Practices Ordinances or Citizens’ Bill of Rights** (the “Applicable Laws”)... The representation set forth in this § 5.3 shall not apply to, and shall not limit the authority of, the Miami-Dade County Commission on Ethics and Public Trust as set forth in Article LXXVIII of the Code of Miami-Dade County.” (Emphasis added).

After my conversation with you and ITD Director Petisco yesterday morning, I discussed the matter with the COE’s Director, Joseph Centorino. He opined that the language in Section 5.3 of the Draft Trial Agreement is broadly worded and does not present a specific set of facts to which the County Ethics Code could be applied. Therefore, the COE cannot recommend approval of the language in Section 5.3.

Alternatively, we can recommend that the section be excluded from the agreement completely, or that it be rewritten to include language indicating that the agreement is subject to the laws of the State of Florida, Miami-Dade County Ordinances and the County Ethics Ordinances.

Please contact us if we may be of further assistance.

Best regards,

Gilma (Mimi) Diaz-Greco  
Staff Attorney



Miami-Dade Commission on Ethics and Public Trust  
19 W. Flagler Street, Suite 820  
Miami, FL 33130  
Tel: (305) 579-2594  
Fax: (305) 579-0273  
[gdiazgr@miamidade.gov](mailto:gdiazgr@miamidade.gov)  
[www.facebook.com/MiamiDadeEthics](http://www.facebook.com/MiamiDadeEthics)

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**From:** Manduley, Julian R. (ITD)  
**Sent:** Monday, November 28, 2016 5:11 PM  
**To:** Diaz-Greco, Gilma M. (COE) <[Gilma.Diaz-Greco@miamidade.gov](mailto:Gilma.Diaz-Greco@miamidade.gov)>  
**Subject:** AT&T Trial

Hi Gilma:

The County is interested in conducting a proof of concept with AT&T. The attached document contains a draft of the Trial Agreement with Section 5.3 requiring your review. Please let me know if the wording in Section 5.3 meets COE's approval. Below is additional information regarding the work/services to be performed through individual Statements of Work.

**Description:**

ITD has been working with AT&T to deploy a proof of concept for the AT&T Spotlight/Smartcity project. The trial/pilot will be done in two housing projects (Annie Coleman and Arthur Mays) and one Traffic intersection (SW 152<sup>nd</sup> and 117<sup>th</sup> Avenue). Below you will find the tasks included in the initiative:

Annie Coleman: Enhance Lighting, LED lighting retrofit and smart lighting platform  
Provision of Notebooks (20) which will be configured with a Web Cloud Platform connection for access to the School Curriculum  
Transmission of current video feed to a web based platform to allow for remote monitoring  
Mobile gateway for video transmission

Arthur Mays: Provision of Notebooks (40) which will be configured with a Web Cloud Platform connection for access to the School Curriculum  
Transmission of current video feed to a web based platform to allow for remote monitoring

Traffic intersection: SW 152 & 117, 122, 124  
Traffic data Reporting  
Traffic insights notifications inclusive of automated light switching  
Traffic camera hardware & installation

Additionally, the project includes the creation of a proof-of-concept Smart City Operations Center dashboard as part of the Spotlight City initiative which will include Public Safety, Transportation, GIS, 311, Aviation, WASD and potentially Seaport and Sustainability Data.

Julian R. Manduley, C.P.M.  
IT Contracts & Procurement Manager  
Miami-Dade County Information Technology Department  
5680 S.W. 87th Avenue  
Miami, FL 33173  
Tel: 305.596.8610  
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[jmandul@miamidade.gov](mailto:jmandul@miamidade.gov)

***Delivering Excellence Every Day***

Visit our website at: [www.miamidade.gov/itd](http://www.miamidade.gov/itd)

*Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. E-mail messages are covered under such laws and are subject to disclosure.*

## **SMART CITIES TRIAL AGREEMENT**

This Trial Agreement (the "Trial Agreement") is entered into as of the date of the last signature below (the "Effective Date") by and between AT&T Mobility, LLC, on behalf of itself and its affiliates ("AT&T"), and Miami-Dade County, a political subdivision of the State of Florida (the "County"), having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (the "County") (at times, AT&T and the County are referred to individually as a "Party" and together as the "Parties"). AT&T and the County will be deemed to include their respective parents, subsidiaries, and affiliates, and the directors, officers, employees, agents, representatives, and subcontractors of all of them.

### **1. RECITALS.**

**1.1** The County is interested in testing demonstrations of certain products and services to improve the County's technical or financial efficiencies and/or otherwise improve the quality of life of County residents and visitors.

**1.2** AT&T is similarly interested in working with government entities such as the County to provide product demonstrations to create what is referred to as "Smart Cities" (such technologies, devices, solutions, software and/or systems are referred to collectively herein as "Services").

**1.3** Certain third parties (each an "Alliance Member" and, in groups of two or more, "Alliance Members") have entered into agreements with AT&T that, among other things, allow AT&T and such Alliance Members to provide certain hardware, software, products and services that may be of interest to the County.

**1.4** The County and AT&T have created and agreed upon one or more statements of work (each a "SOW") that, among other things, identifies the various technologies, equipment, solutions, software, and/or systems to be provided to the County by AT&T and certain Alliance Members in a trial scenario (collectively, the "Services"), and sets forth the Parties' and Alliance Members' various operational responsibilities and obligations associated with a corresponding trial of such Services (the "Trial"). A copy of each SOW is or will be attached hereto as an Exhibit.

**1.5** The Parties intend to implement the Trial in accordance with the terms and conditions of this Trial Agreement including, without limitation, the SOW(s).

**2. AGREEMENT.** In consideration of the recitals set forth in §1 above, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, AT&T and the County hereby agree to the terms and conditions of this Trial Agreement.

### **3. TRIAL.**

**3.1 General.** Under the Trial, AT&T, through itself and the Alliance Members, will provide a Trial of certain Services, as set forth in the SOW. The Parties will cooperate in good faith to implement the Trial in accordance with this Trial Agreement and the SOW(s). Additional SOWs may be added to the Trial Agreement provided each is signed by an authorized representative of the County and AT&T. SOWs may include additional terms and conditions including, but not limited to license terms. Each SOW will have its own term and will include corresponding termination rights.

**3.2 Trial Period.** Under the Trial Agreement, and subject to any termination rights set forth herein, the term "Trial Period" means the time period from the Effective Date through the expiration of the last remaining SOW hereunder. AT&T will comply with all requirements of Miami-Dade County Implementing Order 3-38 as it exists on this Trial Agreement's Effective Date.

**3.3 Termination.** Either Party may terminate the entire Trial Agreement for convenience upon ten (10) days advance written notice. A termination of the entire Trial Agreement under this §3.3 terminates each and every SOW. Termination of an individual SOW will not operate to terminate any other SOW or the Trial Agreement.

**3.4 Cost.** Except as otherwise provided in the SOW, AT&T and the Alliance Members will provide the Services to the County at no cost.

**3.5 Ownership.** AT&T and/or the respective Alliance Members own all the raw, original data generated with respect to the Services in connection with the Trial. AT&T will provide the County access to certain cumulative data and reports generated with respect to the Services in connection with the Trial. The County may retain such cumulative data following the conclusion of the Trial. Any and all such data referred to in this §3.5 is confidential information subject to §4.5 of this Trial Agreement.

**3.6 Trial Conclusion.** Upon expiration or termination of each SOW, the corresponding Services will no longer be operational or otherwise available to the County. The handling and disposition of certain physical equipment and/or other tangible property is addressed in each SOW.

#### **4. TERMS AND CONDITIONS.**

**4.1 Limitation of Liability.** Neither Party will be liable to the other Party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations arising in connection with this Trial Agreement in any way. This §4.1 will apply (i) regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind, whether active or passive) or otherwise, and (ii) whether or not damages were foreseeable. Except as set forth in Sections 4.2 and 4.2.1 below, with respect to proven, direct damages, AT&T's liability under this Trial Agreement will not exceed FIFTY THOUSAND DOLLARS (\$50,000.00) on a per claim or aggregate basis.

**4.2 Indemnification.** AT&T will indemnify, defend and hold harmless the County against any claims, loss or damages arising out of third party claims resulting from bodily injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to tangible real or tangible personal property to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of AT&T, its agents, employees, subcontractors or Alliance Members in connection with the provision or use of the Services. The County agrees to give AT&T prompt written notice of any written threat, warning, or notice of any such claim, suit or action and to provide copies of applicable papers served upon or received by the County. To the extent permitted by law, AT&T will have the sole right to conduct the defense of any such claim, suit or action and all negotiations for its settlement, judgment or compromise. AT&T's liability for indemnity under this Section 4.2 will not exceed ONE MILLION DOLLARS (\$1,000,000.00) on a per claim or aggregate basis.

**4.2.1 Intellectual Property Infringement Indemnity.** AT&T agrees at its expense to defend and either to settle any third-party claim against the County and its respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a product or service provided to the County under this Trial Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) the County's or one of its end user's content; (b) modifications to the product or service by the County or a third party, or combinations of the product or service with any non-AT&T services or products by the County or others; (c) AT&T's adherence to the County's written requirements; or (d) use of a Service in violation of this Trial Agreement. The County agrees to give AT&T prompt written notice of any written threat, warning, or notice of any such claim, suit or action and to provide copies of applicable papers served upon or received by the County. To the extent permitted by law, AT&T will have the sole right to conduct the defense of any

such claim, suit or action and all negotiations for its settlement, judgment or compromise. AT&T's liability for indemnity under this Section 4.2.1 will not exceed ONE MILLION DOLLARS (\$1,000,000.00) on a per claim or aggregate basis.

Whenever AT&T is liable under this Section 4.2.1, AT&T may at its option either procure the right for the County to continue using, or may replace or modify, the product or service so that it is non-infringing. If those options are not reasonable available, AT&T may, at its discretion, discontinue the infringing product or service.

**4.3 Intellectual Property.** Any inventions, improvements, developments or innovations resulting or derived from the Trial that are made, conceived or devised by AT&T and/or any Alliance Member prior to, in the course of, and/or after the Trial, including all rights to patents, copyrights, trademarks and trade secrets related thereto, are and will be the sole and exclusive property of AT&T or the corresponding Alliance Member (as applicable), including but not limited to any and all inventions, ideas, and know-how. Neither ownership of, nor title to, nor license under any invention, improvement, development or innovation (including all rights to patents, copyrights, trademarks and trade secrets related thereto) provided or made available to the County by AT&T or an Alliance Member in the course of the Trial will pass to County.

**4.4 Warranty Exclusions.**

**4.4.1** THE COUNTY UNDERSTANDS THAT THE TRIAL INVOLVES EXPERIMENTAL SERVICES AND IS OFFERED ON AN "AS IS" BASIS. AT&T AND ALLIANCE MEMBERS MAKE NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, RELATING TO THE RELIABILITY, EFFECTIVENESS, ACCURACY, COMPLETENESS, PERFORMANCE, OR OPERATION OF THE TRIAL, THE SERVICE, OR OF THE EQUIPMENT AND SERVICES FURNISHED TO CUSTOMER FOR PURPOSES OF THE SERVICE OR THE TRIAL, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4.4.2** The County understands and agrees that AT&T does not guarantee that the Trial will not cause interruptions in or interference with the County's telecommunications services. Credits for any service outages to AT&T's tariffed services during the Trial Period will be determined solely in accordance with the terms of the applicable tariff or agreement.

**4.5 Confidentiality.** The Parties agree to the confidentiality provisions set forth in this §4.5; provided, however, that AT&T may discuss the concepts and substance of this Trial Agreement, the SOW, and related matters with any Alliance Members that are contractually bound to confidentiality obligations with respect to such information similar to those set forth in this §4.5.

**4.5.1 Agreement to Keep Information Confidential.** The Parties, for their mutual benefit, desire to disclose or have disclosed to the other, certain specifications, designs, plans, drawings, software, data prototypes, or other business and/or technical information (hereinafter collectively referred to as "Information") which is proprietary to the disclosing Party or its affiliated companies and which comprise trade secrets. The receiving Party will hold such Information in confidence, will reproduce or copy such Information only to the extent necessary for its authorized use, will restrict disclosure of such Information to its employees who have a need to know, will advise such employees of the obligations assumed under this section, and will not disclose such Information to any third party without the prior written approval of the other Party.

**4.5.2 Exceptions.** These restrictions on the use or disclosure of Information will not apply to any Information: (a) that is independently developed by the receiving Party or its affiliated companies or lawfully received free of restriction from another source having the right so to furnish such Information; or (b) that is or becomes publicly available by means other than unauthorized disclosure; or (c) that, at the time of disclosure to the

receiving Party, was known to such Party or its affiliated companies free of restriction as evidenced by documentation in such Party's possession; or (d) that the disclosing Party agrees in writing is free of restrictions stated in this Trial Agreement.

**4.5.3 Information Subject to Confidentiality Obligations.** Information will be subject to these confidentiality restrictions if it is in writing or other tangible form, only if clearly marked as proprietary when disclosed to the receiving Party or, if not in tangible form, only if summarized in a writing so marked and delivered to the receiving Party within thirty (30) days of such disclosure, in which case the Information contained in such summary will be subject to the restrictions herein. Notwithstanding the foregoing, the inadvertent failure to mark or designate Information as confidential and proprietary will not serve to waive the confidentiality thereof where it is reasonably obvious, under the circumstances surrounding disclosure, that the Information is confidential or proprietary; any such Information so disclosed or obtained will automatically be deemed to be confidential and proprietary. In addition, the following will be considered to be AT&T proprietary Information that is subject to the confidentiality obligations set forth herein, regardless of any marking by AT&T: any Services descriptions, technical data and specifications, network and Service design information, and similar data relating to the Services.

**4.5.4 Intellectual Property Issues Related to Information.** By conveying Information to a Party hereunder, no license nor any other intellectual property right whatsoever is granted or implied to a Party. None of the Information which may be disclosed or exchanged by the Parties will constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other of any kind, and, in particular, with respect to the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of either Party.

**4.5.5 Ownership of Information.** All Information will remain the property of the transmitting Party and will be returned upon written request or upon the receiving Party's determination that it no longer has a need for such Information, except for cumulative data provided to the City under § 3.5 of this Trial Agreement. Upon expiration or termination of this Trial Agreement, each Party will return to the transmitting Party, or, if agreed to by the transmitting Party, destroy, all Information supplied by the transmitting Party, and all copies of Information. For the avoidance of doubt and without limitation, the Parties consider the following to be Information subject to the confidentiality obligations of this Trial Agreement, and to be owned by AT&T: the information on the usage of Services by the County and other original data generated with respect to the Services that is collected by or in the possession of AT&T or the Alliance Members. Notwithstanding anything herein to the contrary, each Party may retain a copy of the Trial Agreement following its expiration or termination.

**4.5.6 Confidentiality Timeframes.** Each Party agrees that all of its obligations undertaken in this §4.5 as a receiving Party of Information will survive and continue for three (3) years after any termination of this Trial Agreement. Notwithstanding the foregoing sentence, the Parties' obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law for three (3) years after termination or the period specified by applicable law, whichever is longer.

**4.5.7 Public Records Laws.** Notwithstanding the foregoing, the County is subject to Florida's Public Records law as codified in Chapter 119 of the Florida Statutes, and the County's compliance with Florida Public Records laws, or good faith attempt to comply with Florida's Public Records law will not be considered a breach of this Trial Agreement. Additionally, as set forth in Florida Statute § 119.0701, AT&T and/or an Alliance Member shall: (1) keep and maintain public records required by the County to perform the service; (2) upon request of the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable period of time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes; (3) ensure that public records that are exempt from disclosure are not disclosed except as authorized by law; (4) and, at the conclusion of the contract, transfer, at no cost to the County, all public records to the County or keep and maintain all public records as provided by Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Shanda Mazzorana AT:

[shan@miamidade.gov](mailto:shan@miamidade.gov)

**5. MISCELLANEOUS.**

**5.1 Publicity.** The Parties will cooperate in good faith with respect to (a) any joint press releases; (b) marketing; (c) case studies; and/or (d) other publicity related to this Trial Agreement (collectively, the "Publicity"). Neither Party will use the name or logo of the other Party in any Publicity without the express written consent of the other Party.

**5.2 Application of Existing Contracts.** Notwithstanding anything to the contrary in this Trial Agreement, the Parties acknowledge and agree that the Trial Agreement does not modify or otherwise affect any existing contract between AT&T, the County, and/or an Alliance Member, each and all of which remain in full force and effect.

**5.3 Procurement Rules.** The County represents, ~~acknowledges and agrees that,~~ to the best of its knowledge and belief: (a) the County's participation in the Trial does not violate any applicable ~~procurement laws, regulations or rules in effect~~ as of the Effective Date, including but not limited to procurement regulations, Code of Ethics Ordinances, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, Ethical Campaign Practices Ordinances or Citizens' Bill of Rights (the "Applicable Laws"); (b) physical equipment or other tangible personal property being left with the County at the conclusion of the Trial (see §3.6 herein and applicable SOWs) does not violate any ~~applicable procurement rules~~ Applicable Laws in effect as of the Effective Date; and/or (c) AT&T's provision of the Trial will not disqualify AT&T from any future procurements with the County. The representation set forth in this § 5.3 shall not apply to, and shall not limit the authority of, the Miami-Dade County Commission on Ethics and Public Trust as set forth in Article LXXVIII of the Code of Miami-Dade County, except as may be prohibited by Florida law or by an opinion or rule of the Miami-Dade County Commission on Ethics and Public Trust.

**5.4 Access Right.** The County will furnish AT&T and Alliance Members with timely access to any conduit holes, wireways, wiring, plans, equipment, space, power/utilities, and other property as AT&T and the Alliance Members reasonably require for the Services. To effectuate such access, the County will timely obtain or provide, at no cost, any necessary licenses, permits and consents (including easements and rights-of-way) necessary for the Trial, including licenses, permits and consents for property controlled by third parties such as any of the County's landlord(s).

**5.5 Safe Working Environment.** The County will ensure that the location at which AT&T and/or the Alliance Members installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T and the Alliance Members will have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

**5.6 No Agency or Joint Venture.** This Trial Agreement will not be construed as creating a partnership, joint venture, employment or agency relationship or as granting a franchise. Alliance Members are not parties to this Trial Agreement and there are no legal obligations between Miami-Dade County and Alliance

Members of this Trial Agreement, except as expressly set forth in a SOW or contained in a separate agreement between Miami-Dade County and an Alliance Member (e.g., end user license agreement, terms of service, etc.).

**5.7 Costs.** Except as otherwise provided, each Party will bear its own costs and expenses with respect to participating in the Trial.

**5.8 Choice of Law.** The Trial Agreement, including any attachments, appendices, and all matters related thereto (whether in contract, statute, tort (such as negligence), or otherwise, will be governed by and construed in accordance with the laws of the State of Florida.

**5.9 Assignment.** Neither Party may assign or transfer or attempt to assign or transfer any part or all of this Trial Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other Party, except that AT&T may assign this Trial Agreement to its parent, any subsidiary, or any affiliate.

**5.10 Survival.** Section 4 of the Trial Agreement will survive any expiration or termination of this Trial Agreement.

**5.11 Commitments.** The County acknowledges that, except as set forth herein, nothing in this Trial Agreement will be construed as a commitment by AT&T or Alliance Members to provide the Services to the County or any other party at the conclusion of a SOW and/or the Trial Agreement. AT&T and/or Alliance Members acknowledge that notwithstanding any provision to the contrary in this Trial Agreement or any SOW will be construed as a commitment by the County to purchase Services from AT&T and/or Alliance Members at the conclusion of a SOW and/or the Trial Agreement.

**5.12 Notice; Point of Contact.** Any required notices under this Trial Agreement will be in writing and will be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by electronic mail (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice will be sent to the respective Party's primary point of contact set forth below.

To the CITY's Primary Point of Contact:	AT&T's Primary Point of Contact
[NAME]	[NAME] <a href="#">David Newman</a>
[ADDRESS]	<a href="#">2180 Lake Blvd NE, Atlanta, GA 30319</a>
[ADDRESS]	
[EMAIL]	<a href="mailto:dn616g@att.com">dn616g@att.com</a> [EMAIL]
[PHONE]	
<a href="tel:(678)428-5512">(678) 428-5512</a>	
[PHONE]	

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**5.13 Force Majeure.** Neither Party nor its affiliates, subsidiaries, subcontractors, parent corporation or any of its parent's affiliates or subsidiaries will be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

**5.14 Vandalism.** In the event that any of the Services are damaged during the Trial due to vandalism or similar actions by third-parties, neither AT&T nor any Alliance Member will be obligated to replace or repair such Services as part of the Trial.

**5.15 No Interference.** Neither the County nor any of its Users may install any amplifier, enhancer, repeater or other device or system on AT&T's network or spectrum without AT&T's prior written approval.

**5.16 Insurance.** AT&T expressly understands and agrees that any insurance protection required by this Trial Agreement or otherwise provided by AT&T shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as provided in §4.2 herein.

AT&T shall furnish to the Procurement Section, Information Technology Department, 5680 SW 87th Avenue, Miami, Florida 33173, Attention of Mr. Julian Manduley, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a commercial form at least as broad as ISO CGL 00 01 comprehensive basis in an amount of \$1,000,000 combined single limit per occurrence and in the aggregate for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the amount of \$5,000,000 per claim or wrongful act and in the aggregate based on annual policy renewal period.

All insurance policies required above shall be issued by companies eligible to do business under the laws of the State of Florida, with the following qualifications:

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of AT&T. All insurance policies required above shall be issued by companies eligible to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

AT&T will provide the County at least thirty (30) days' prior written notice of cancellation or non-renewal of any required coverage that is not replaced.

Compliance with the foregoing requirements shall not relieve AT&T of this liability and obligation under this

section or under any other section in this Trial Agreement.

Execution of the Trial Agreement is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to AT&T to comply. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Trial Agreement, then AT&T shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If AT&T fails to submit the required insurance documents in the manner prescribed in this Trial Agreement within ten (10) calendar days after County notification to comply, then the Trial Agreement will be rescinded, unless such time frame for submission has been extended by the County.

AT&T shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Trial Agreement, including any and all extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, then AT&T shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Trial Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

**5.17 Entire Agreement.** The terms and conditions of this Trial Agreement will constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and will supersede all prior, written or oral agreements, proposals or understandings. This Trial Agreement will not be modified, altered, changed or amended in any respect, except by a writing signed by an authorized representative of each Party. AT&T and the County, acting through their duly authorized representatives, hereby agree to the terms set forth in this Trial Agreement.

**AT&T Mobility, LLC**

**Miami-Dade County**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

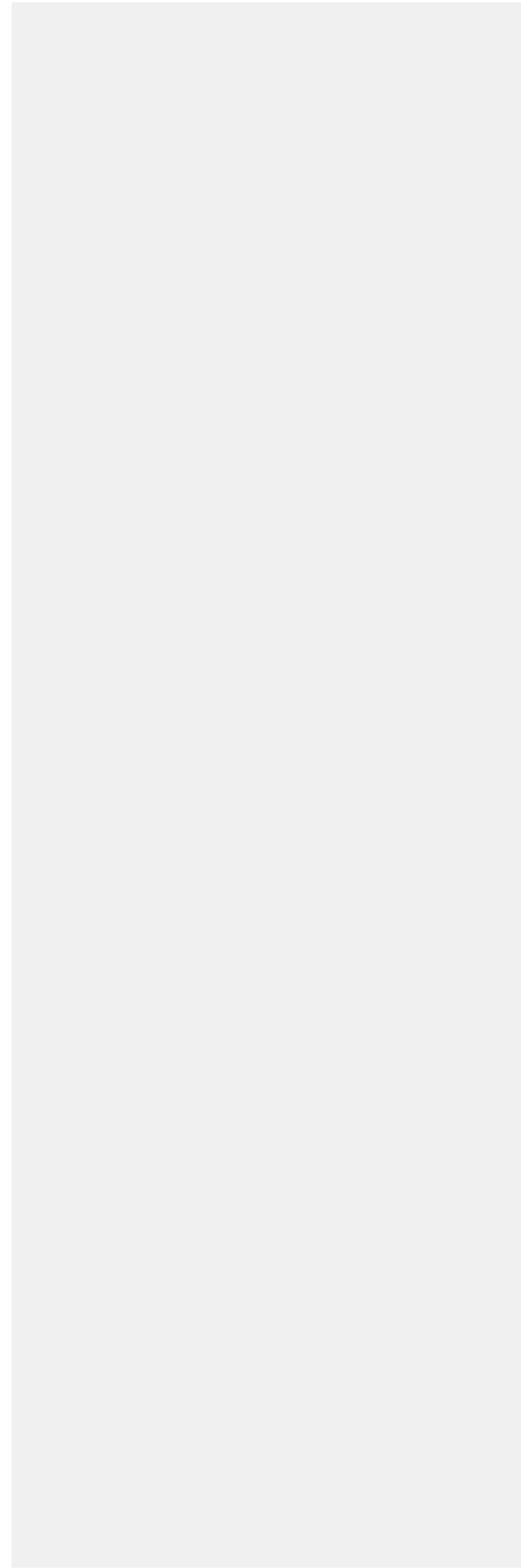
TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT(S) OF WORK**  
**[IMMEDIATELY FOLLOWS THIS PAGE]**



## STATEMENT OF WORK A-   TO MIAMI-DADE COUNTY TRIAL AGREEMENT

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This Statement of Work, No. A-   (the “Traffic Services SOW”) is attached to and incorporated in the Smart Cities Trial Agreement between AT&T Mobility, LLC, on behalf of itself and its Affiliates, and Miami-Dade County (the “County”), dated    (the “Trial Agreement”). Unless otherwise defined herein, capitalized terms have the meanings ascribed them in the Trial Agreement. The Traffic Services SOW is effective as of the last signature below (the “Traffic Services SOW Effective Date”).

**1. Purpose.** The purpose of the Traffic Services SOW is to document the Traffic Services solution that AT&T will provide to the County under the terms and conditions of the Trial Agreement (the “Project”). Ericsson, Inc. and MetroTech-Net are Alliance Members under the Trial Agreement and are providing products and services in connection with the Project.

### 1.1 Project objectives **IN SCOPE:**

- Provide traffic service applications and hardware to support the following traffic management use cases;
  - Using intersection analytics, create up to three (3) sets of business rules to identify and alert County’s Traffic Operations Center (TOC) operator regarding abnormal traffic flows at a single intersection; and
  - Real-time traffic intersection monitoring
- Provide thermal cameras, digital traffic controllers and LTE routers to provide wireless video coverage for three (3), four-way intersections;
- Provide overall project management support;
- Provide technical operations support from 9AM-5PM ET;
- Establish up to five (5) individual user accounts for County personnel to access Project traffic services; and
- Provide one (1) training session for County end users

### 1.2 Project objectives **OUTSIDE OF SCOPE:**

- Developing or modifying any software or hardware; and/or
- Providing anything not specifically listed above as being in scope

**2. Engagement Approach.** The Project includes design, implementation, training, and operation and support of the Project, as set forth in Table 2 below. AT&T will commence the Project within ten (10) business days after the Traffic Services SOW Effective Date. During each major Project phase, AT&T and the County will jointly review the Key Deliverables described in Table 2, and will make a joint decision on how to move forward to the next phases, as appropriate.

#### **Proprietary and Confidential**

This SOW and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Miami-Dade County except under written agreement by the Parties.

**TABLE 2**

Project Phase	Duration	Responsible Party	Key Deliverable
<b>Design</b>			
Mutually agree to traffic use cases	Ten (10) Business Days after Traffic Services SOW Effective Date	County	√
<b>Implementation</b>			
• Intersection permits	Ninety-Five (95) Business Days	AT&T	√
• Intersection hardware & connectivity		AT&T	√
• Configure traffic services to support use cases		AT&T	√
• Create designated County user accounts		AT&T	√
<b>Training</b>			
• Single training session for designated County users	One (1) Business Day	AT&T	√
<b>Operation and Support</b>			
• Operation and Support	Throughout Trial	AT&T	

**2.1 Acceptance Criteria and Remediation.** AT&T and the County will ensure timely review and acceptance of the Project’s Key Deliverables set forth in §2.

When AT&T submits a Key Deliverable to the County, the County will provide written acceptance or written notice of non-conformity to resolve any shortcomings within five (5) business days (unless otherwise agreed) from the receipt of the Key Deliverable (the “Acceptance Period”). If the County does not provide written notification within the Acceptance Period, the Key Deliverable will be considered accepted and approved by the County.

If the County delivers, before the end of the Acceptance Period, a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the Key Deliverable fails to conform to the applicable acceptance criteria, then AT&T will modify the Key Deliverable to correct the non-conformities and resubmit the Key Deliverable to the County within ten (10) business days (unless otherwise agreed) from receipt of the notice of non-conformity (“Correction Period”). Upon resubmission of the Key Deliverable, another Acceptance Period will ensue.

**2.2 Assumptions.** The parties agree to the following assumptions for the Project:

- The County will provide necessary email addresses and similar notification endpoints for designated County personnel; and

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- The County will issue AT&T permits in a timely manner that does not impact the delivery schedule

**2.3 Change Control Process.** AT&T and the County must submit change requests to the Traffic Services SOW in writing via the change request form attached hereto as Appendix A. The party requesting the change must submit a written request to the other party and the receiving party will issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the terms and conditions. Once agreed upon, both parties must execute a change request form.

**3. Roles.** At each stage, the County and AT&T will deploy resources according to their areas of expertise and capacity including, without limitation, a technical lead on behalf of both parties.

**4. Connectivity.** The County is responsible for providing internet connectivity from its data center.

AT&T is responsible for providing the LTE wireless connectivity to stream traffic video information from the traffic controller boxes to the cloud-based traffic service applications. Note, AT&T may either modify or terminate this Traffic Services SOW, including the discontinuance of LTE wireless connectivity, if the Project significantly degrades or impacts the quality of AT&T's network performance.

**5. Project Exit Scenarios.** Upon termination of the Traffic Services SOW, any and all hardware provided in connection with the Project will remain in place and ownership of such hardware will immediately transfer to the County. SUCH HARDWARE IS PROVIDED ON AN "AS IS" BASIS, AND AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS REPRESENTATION OR WARRANTY WITH RESPECT TO THE HARDWARE.

**6. Term of Traffic Services SOW.** The Traffic Services SOW is effective as of the Traffic Services SOW Effective Date and will remain in effect through the first one hundred and ninety-six (196) consecutive days immediately following the Traffic Services SOW Effective Date.

**7. Location.** Location in the United States where AT&T will provide the Project:

The following three (3) intersections in Miami-Dade County:

- SW 152nd Street & SW 117th Avenue
- SW 152nd Street & SW 122nd Avenue
- SW 152nd Street & SW 124th Avenue

**8. Project Managers / Points of Contact.**

AT&T's initial point-of-contact (e.g., Project Manager) is:

Name: David Newman  
Address: 2180 Lake Blvd NE, Atlanta, GA 30319  
Email: dn616g@att.com  
Phone: (678) 428-5512

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This SOW and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Miami-Dade County except under written agreement by the Parties.

The County's initial point of contact is:

Name: [Name]  
Address: [Address]  
Email: [Email]  
Phone: (xxx) yyy-zzzz

AT&T and the County may change its points-of-contact by notifying the other in writing.

**9. Transmission of Original Signatures and Executing Multiple Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and will bind the parties to the same extent as that of an original signature. The Traffic Services SOW may be executed in multiple counterparts, each of which will be deemed to constitute an original but all of which together will constitute only one document.

IN WITNESS WHEREOF, AT&T and the County have caused the Traffic Services SOW to be executed as of the last date below.

**AT&T Mobility, LLC**

**Miami-Dade County**

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

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

Printed Name:

Printed Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Proprietary and Confidential**

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**APPENDIX A – SAMPLE CHANGE REQUEST FORM**

<b>Change Request Number:</b> _____			
<b>Requestor:</b>		<b>Tracking #:</b>	
<b>Title:</b>		<b>Date of Request:</b>	
<b>Nature of the Change Request:</b>			
<i>(Please list specific details explaining the Change):</i>			
<b>Change Priority:</b>			
Priority: ( ) high ( ) medium ( ) low			
<b>Attached Materials:</b> (list of additional documents required for other sources – i.e. engineering drawings, equipment order list, etc.)			
<b>To be completed by the Project Manager:</b>			
<b>Impact of Change on the Project :</b>			
<b>Impact of Project Time and Scheduled Delivery Date:</b>			
<b>Impact on Pricing and SOW:</b>			
<b>Notes or Additional Information:</b>			

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## STATEMENT OF WORK A-<> TO MIAMI-DADE COUNTY TRIAL AGREEMENT

This Statement of Work, No. A-<> (the “AT&T Smart Cities Operations Center SOW” or “SCOC SOW”) is attached to and incorporated in the Smart Cities Trial Agreement between AT&T Mobility, LLC, on behalf of itself and its Affiliates, and Miami-Dade County (the “County”), dated <>, 2016 (the “Trial Agreement”). Unless otherwise defined herein, capitalized terms have the meanings ascribed them in the Trial Agreement. The SCOC SOW is effective as of the last signature below (the “SCOC SOW Effective Date”).

**1. Purpose.** The purpose of the SCOC SOW is to document the SCOC solution that AT&T will provide to the County under the terms and conditions of the Trial Agreement (the “Project”).

**1.1 Project objectives IN SCOPE:**

- Install up to eight (8) 1080P non-touchscreen monitors in portrait mode on ceiling mount (each a “Monitor” and collectively, the “Monitors”) at the location identified in §7 below;
- Provide one (1) touchscreen workstation-class personal computer that will support operation of the Monitors (“Menu Board”);
- Deliver video data sets to be mutually agreed upon between AT&T and the County;
- Provide remote operational support for the Project during regular business hours throughout the Trial.

**1.2 Project objectives OUTSIDE OF SCOPE:**

- Providing anything not specifically described above as being in scope

**2. Engagement Approach.** The Project includes implementation, operations and support for the Project, as set forth in Table 2 below. AT&T will commence the Project within five (5) business days after the SCOC SOW Effective Date. During each major Project phase, AT&T and the County will jointly review the Key Deliverables described in Table 2, and will make a joint decision on how to move forward to the next phases, as appropriate.

**TABLE 2**

Project Phase	Duration	Responsible Party	Key Deliverable
<b>Implementation</b>			
<ul style="list-style-type: none"> <li>• Install SCOC                             <ul style="list-style-type: none"> <li>○ Hardware/Software associated with the Monitors</li> </ul> </li> </ul>	One (1) day	AT&T	√
<ul style="list-style-type: none"> <li>• Install SCOC                             <ul style="list-style-type: none"> <li>○ Electric and internet hook-up as determined by site visit</li> </ul> </li> </ul>		County	√
<b>Operations and Support</b>			
<ul style="list-style-type: none"> <li>• Operations and Support</li> </ul>	Throughout Trial	AT&T	

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This SOW and information contained therein is not for use or disclosure outside of AT&T, its Affiliates, and third party representatives, and Miami-Dade County except under written agreement by the Parties.

**2.1 Acceptance Criteria and Remediation.** AT&T and the County will ensure timely review and acceptance of the Project's Key Deliverables set forth in §2.

When AT&T submits a Key Deliverable to the County, the County will provide written acceptance or written notice of non-conformity to resolve any shortcomings within five (5) business days (unless otherwise agreed) from the receipt of the Key Deliverable (the "Acceptance Period"). If the County does not provide written notification within the Acceptance Period, the Key Deliverable will be considered accepted and approved by the County.

If the County delivers, before the end of the Acceptance Period, a notice of non-conformity specifically identifying the non-conformity and stating in detail for each non-conformity how the Key Deliverable fails to conform to the applicable acceptance criteria, then AT&T will modify the Key Deliverable to correct the non-conformities and resubmit the Key Deliverable to the County within ten (10) business days (unless otherwise agreed) from receipt of the notice of non-conformity ("Correction Period"). Upon resubmission of the Key Deliverable, another Acceptance Period will ensue.

**2.2 Assumptions.** The parties agree to the following assumptions for the Project:

- AT&T reserves the right to use subcontractors in those roles it deems appropriate;
- On-site activities will be conducted during normal business hours;
- Project limited to one panel wall solution with no more than eight monitors displaying mutually agreed upon SCOC data;
- Monitors will remain in a fixed position approved by County for the duration of the SCOC SOW;
- The County and AT&T will cooperate and mutually agree upon the installation location for the Monitors and the Ceiling Mounted Menu Board;
- The County is responsible for providing timely access to resources to enable AT&T to complete installation of the Monitors

**2.3 Change Control Process.** AT&T and the County must submit change requests to the SCOC SOW in writing via the change request form attached hereto as Appendix A. The party requesting the change must submit a written request to the other party and the receiving party will issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the terms and conditions. Once agreed upon, both parties must execute a change request form.

**3. Roles.** At each stage, the County and AT&T will deploy resources according to their areas of expertise and capacity including, without limitation, a technical lead on behalf of both parties.

**4 Connectivity.** The County is responsible for providing internet connectivity to the Monitors and the personal computer.

**5. Project Exit Scenarios.** At no additional charge to the County, AT&T will remove the solution, and restore the applicable section of County's site to the state it was in prior to delivery of the Deliverables. Such removal will take place within thirty (30) calendar days of the County's

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written request following the Completion Date or the termination of this Agreement, whichever takes place first.

6. **Term of SCOC SOW.** The SCOC SOW is effective as of the SCOC SOW Effective Date and will remain in effect through the first ninety-one (91) consecutive days immediately following the SCOC SOW Effective Date.

7. **Location.** Location in the United States where AT&T will provide the Project.

Office of the Mayor  
Stephen P. Clark Center  
111 N.W. 1st Street, 29th Floor  
Miami, Florida 33128

8. **Project Managers / Points of Contact.**

AT&T's initial point-of-contact (e.g., Project Manager) is:

Name: David Newman  
Address: 2180 Lake Blvd NE, Atlanta, GA 30319  
Email: [dn616g@att.com](mailto:dn616g@att.com)  
Phone: (678) 428-5512

The County's initial point of contact is:

Name: [Name]  
Address: [Address]  
Email: [Email]  
Phone: (xxx) yyy-zzzz

AT&T and the County may change its points-of-contact by notifying the other in writing.

9. **Transmission of Original Signatures and Executing Multiple Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and will bind the parties to the same extent as that of an original signature. The SCOC SOW may be executed in multiple counterparts, each of which will be deemed to constitute an original but all of which together will constitute only one document.

10. **Use of Content and Marks**

**10.1 County Content.** County content, including all graphics and graphic elements; visual branding, logos and trademarks; informational materials and forms of data; infographics and photos (collectively, "County Content") will remain the sole property of the County or its respective suppliers, and the County or its suppliers will be the sole owner of all rights in connection therewith. The County hereby grants to AT&T a royalty-free, nonexclusive, nontransferable license to use, reproduce, modify, display and publish the County Content solely in connection with AT&T's performance of its obligations as authorized in the Trial Agreement. The County represents that it is the owner, or licensee, of all right, title and interest in and to the County Content and that it has the right to use the County Content as set forth in the Trial Agreement.

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**10.2 AT&T Marks & Iconography.** AT&T hereby grants the County a royalty-free, nonexclusive, nontransferable license to use, reproduce, display and publish AT&T-owned iconography and the AT&T trademarks (“AT&T Marks”) solely in connection with the Project. Any use of the AT&T Marks that is not authorized herein or in writing is strictly prohibited. To this end, all printed or electronically transmitted County Content or AT&T promotional materials in which the AT&T Marks are used will be submitted in writing to the AT&T Brand Center at [brandcenter.att.com](http://brandcenter.att.com) by the County or the designated AT&T representative for review in advance and will not be distributed or used in any manner without prior written approval, which approval will not be unreasonably withheld or delayed. Once consent is given for a type of use, consent is not required for each use of the AT&T Marks in that specific context.

IN WITNESS WHEREOF, AT&T and the County have caused the SCOC SOW to be executed as of the last date below.

**AT&T Mobility, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Miami-Dade County**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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## APPENDIX A – SAMPLE CHANGE REQUEST FORM

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<b>Title:</b>		<b>Date of Request:</b>	
<b>Nature of the Change Request:</b>			
<i>(Please list specific details explaining the Change):</i>			
<b>Change Priority:</b>			
Priority: ( ) high ( ) medium ( ) low			
<b>Attached Materials:</b> (list of additional documents required for other sources – i.e. engineering drawings, equipment order list, etc.)			
<b>To be completed by the Project Manager:</b>			
<b>Impact of Change on the Project :</b>			
<b>Impact of Project Time and Scheduled Delivery Date:</b>			
<b>Impact on Pricing and SOW:</b>			
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