

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: January 22, 2025

Presenter's Name and Title: Jerry Logan, IT Network Manager

Prepared By: Jerry Logan, IT Network Manager

Temp. Reso. Number: #8300

Item Description: Temp. Reso. # 8300, APPROVING THE RENEWAL OF SUPPORT AND MAINTENANCE SERVICES, PROVIDED BY R2 UNIFIED TECHNOLOGIES, TO SUPPORT NETWORK INFRASTRUCTURE AND FIREWALLS IN AN AMOUNT OF \$129,250 THROUGH THE UTILIZATION OF NCPA Contract # 01-96; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT.

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding in the amount of \$129,250 is available in account: 504-58-584-516-000-603425, entitled Software Maintenance for FY25.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR #8300**
- **Attachment(s)**
 - **Attachment 1: Miramar - Professional Services Proposal**
 - **Attachment 2: Miramar - Smart IT Scope of Services**
 - **Attachment 3: Miramar - R2 Master Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Clayton D. Jenkins, Director of Information Technology

DATE: January 16, 2025

RE: Temp. Reso. No. #8300, approving the renewal of Support Maintenance Services, provided by R2 Unified Technologies, to support network infrastructure and firewalls

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. #8300, for the renewal of Support Maintenance Services, provided by R2 Unified Technologies, to support network infrastructure and firewalls in an amount not to exceed \$129,250 for FY25, utilizing the NCPA contract # 01-96.

ISSUE: City Commission approval of these expenditures is required because the expenditures exceed the annual \$75,000 per-vendor limit.

BACKGROUND: The software-defined network programs manage the City's network infrastructure, including internet connectivity, PC and desk phone communication, Wi-Fi systems, and the wide-area network (WAN) that links City sites into a single, redundant network. The firewalls ensure comprehensive network and cyber security for internal and external operations. These services are vital to the functioning of all City operations.

This service will piggyback pricing from NCPA contract # 01-96, which is valid through August 24, 2026.

DISCUSSION: R2 Unified Technologies was the original vendor that deployed and configured the software-defined networking in FY23/24. Their knowledge of The City's Network Infrastructure is critical to their ability to continue to resolve any service-related issues quickly and efficiently as they arise.

ANALYSIS: Funding in the amount of \$129,250 is available in account: 504-58-584-516-000-603425, entitled Software Maintenance for FY25.

Temp. Reso. No. 8300
11/27/24
1/14/25

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE RENEWAL OF SUPPORT MAINTENANCE SERVICES FROM R2 UNIFIED TECHNOLOGIES TO SUPPORT NETWORK INFRASTRUCTURE, AND FIREWALLS, IN AN AMOUNT OF \$129,250 FOR FISCAL YEAR 2025, THROUGH THE UTILIZATION OF NCPA CONTRACT # 01-96; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes the Network Infrastructure for all internet, data, and voice communications to carry out department functions in an efficient manner; and

WHEREAS, the City piggybacks the NCPA contract # 01-96; and

WHEREAS, the services and rates under the State of Florida Agreement is valid through August 24, 2026; and

WHEREAS, the renewal of Support Maintenance Services provided by R2 Unified Technologies to support network infrastructure and firewalls in an amount not to exceed \$129,250 for FY25; and

WHEREAS, pursuant to City Code Section 2-412(a)(2), City Commission approval is required for purchases from the same person or entity exceeding \$75,000 in a single fiscal year; and

Reso. _____

Temp. Reso. No. 8300
11/27/24
1/14/25

WHEREAS, the City Manager recommends approval of the renewal of Support Maintenance Services provided by R2 Unified Technologies to support network infrastructure and firewalls in an amount not to exceed \$129,250 for FY25; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the renewal of Support Maintenance Services provided by R2 Unified Technologies to support network infrastructure and firewalls in an amount not to exceed \$129,250 for FY25.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the renewal of Support Maintenance Services provided by R2 Unified Technologies to support network infrastructure and firewalls in an amount not to exceed \$129,250 for FY25, utilizing the NCPA contract # 01-96.

Section 3: That the appropriate City Officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 4: This resolution shall be effective upon Commission adoption.

Temp. Reso. No. 8300
11/27/24
1/14/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

City of Miramar

Network Infrastructure Support Services

January 1, 2025

R2 Unified Technologies
980 N. Federal Hwy Suite 410
Boca Raton, FL 33432



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Executive Summary

This proposal is to provide technical IT support for the City of Miramar’s existing network infrastructure at City Hall and throughout the city’s remote locations. Our professional services offering provides support for the city by ensuring the optimal performance and reliability of critical network infrastructure. Our professional services are designed to reduce downtime, enhance operational continuity, and ensure compliance with local government standards, ultimately contributing to the resilience of city operations.

Core Centralized Services

- **Provide 24x7 Service Desk support**
R2UT will provide Service Desk availability for critical incidents 24x7x365.
- **Unlimited Remote support**
R2UT will work issues as it relates to the covered devices without additional cost to Customer.
- **24x7 Critical Incident Support**
R2UT will identify, troubleshoot, and restore devices back to normal operation if an Incident is detected on a covered device. R2UT will create tickets from detected or reported incidents by classifying, prioritizing, troubleshooting and restoring normal operation.
- **Ticketing System**
R2UT will provide or make available a ticket system and online portal for Client to open incidents and review status. Tickets can also be opened via email at [servicedesk@r2ut.com](mailto: servicedesk@r2ut.com) or by phone at 561.515.6900.
- **Configuration Support**
R2UT will handle the configuration(s) of covered devices. Where needed, make configuration onto covered devices in response to a Service Request or incident response.
- **Patch Support**
R2UT will perform updates as detailed below:
 - Apply security patches for potential vulnerabilities
 - Apply mandatory patches specified by the vendor
 - Twice a year minor software updates
 - Other updates and patches can be applied but are subject to additional charges.
- **Performance Support**
R2UT will review covered devices for the following on an ongoing basis:
 - Capacity
 - Availability
 - Redundancy
 - License Utilization

Supported Devices

Attribute	Quantity
Network Servers (Physical and Virtual)	9
Datacenter Switches	4
Core Switches	6
Access Switches	166
Core Routers	4
Core Firewalls	4
Total Devices	193

Pricing

Term	
Estimated Coverage Dates:	January 1, 2025 Through September 30, 2025
Type:	<input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal

Fees		
Service Type	Billing Period	Costs
Professional Services	Upfront Payment	\$122,509.08
Onboarding Fee	One Time	\$6,650.25

SmartIT Managed Scope of Services



January 16, 2025

R2 Unified Technologies

980 N. Federal Hwy
Suite 410
Boca Raton, FL 33432

Version 1

RESTRICTIONS ON DISCLOSURE AND USE OF DATA

This proposal or quotation includes data that shall not be disclosed outside City of Miramar, and shall not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offer or as a result of, or in connection with, the submission of this data, City of Miramar shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit City of Miramar right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained on pages marked:

“USE OR DISCLOSURE OF DATA ON THIS PAGE IS SUBJECT TO THE
RESTRICTIONS ON THE TITLE PAGE OF THIS PROPOSAL.”

The data in the pages of this proposal, where so annotated, contain trade secrets and commercial or financial information that are either specifically exempted from disclosure by statute or privileged or confidential within the meaning of the exemption set forth in Section 552(b)(3) and (4), respectively, of the Freedom of Information Act, 5 U.S.C. 552, the disclosure of which could invoke the criminal sanctions of 18 U.S.C. 1905.

This Scope of Services document is valid for 90-days from the date indicated on this cover page

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Managed Services – Scope of Work

This Managed Services Scope of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between R2 Unified Technologies, LLC (“Company”, “R2UT”, “us” or “our”) and City of Miramar. (“Client”, “you” or “your”), and is pursuant for to the terms of the Master Services Agreement per Client, dated [REDACTED].

This SOW is covered by NCPA contract number 01-169.

1. **Commencement Date.** The services indicated below (collectively, “Services”) will commence on the date that R2UT deploys its Logic Monitor Collector and starts to onboard the client’s applicable covered devices whichever comes first (“Commencement Date”). The Services will continue to be provided until the term of this SOW expires, unless sooner terminated pursuant to the Agreement or as expressly indicated herein.
2. **Services.** Subject to the terms described in this SOW, R2UT shall provide the services listed and manage the devices in Appendix I, attached (“Services”). The services provided as part of Appendix I are subject to change, at R2UT’s discretion.
 - a. **Service Levels:**
 - i. **Touch 1 (T1):** This is the most comprehensive service offering. R2UT is responsible for monitoring and management of the infrastructure. This includes first level response to all alarms and tickets. R2UT and Client will have weekly check in calls, monthly service reviews and quarterly business reviews. Service Levels commence upon R2UT’s receipt of an alarm or ticket.
 - ii. **Touch 2 (T2):** Defined as a mid-tier service where R2UT and customer co-manages the environment. R2UT handles alarm escalations from the Client and is 1st touch for afterhours for responding to alarms. Client receives monthly ticket reports and quarterly business reviews. Client is expected to perform basic troubleshooting prior to escalation. Service Levels commence once R2UT receives the escalated alarm or ticket from the client.
 - iii. **Touch 3 (T3):** Defined as a 3rd level escalation for issues and is a more reactive approach. All alarms are sent to the Client and Client’s in-house IT team is expected to troubleshoot internally and escalate to R2UT for subject matter expertise. Client will receive monthly alarm reports and quarterly business reviews. Service Levels commence once R2UT receives the ticket from Client.
 - iv. **Security w/ SOC Services:** This is a comprehensive security service that provides advanced control and protection of the company network. It includes threat detection and response with contextual decision making of human engineering along with the power of artificial intelligence, machine learning and human expertise.
3. **Exclusions.** The following services are excluded under this SOW unless expressly included in a Service Order in a Change Order:
 - a. The R2UT Managed Services Scope does not cover repair malfunctions or damages caused by:
 - i. Failure of Client to follow operation or maintenance instructions of the equipment or software manufacturer for equipment or software included in Client’s environment;
 - ii. Failure to permit R2UT timely access to Client’s equipment or software to perform maintenance;

- iii. Failure of equipment not covered by the R2UT Managed Services Scope
 - iv. The movement or relocation of any covered equipment. You agree to notify R2UT prior to any equipment moves.
 - v. Loss or corruption of data records.
 - vi. System failures or damage incurred or attributable to the interruption of internet services by Client’s Internet Service Providers.
 - vii. Electrical surges or Force Majeure.
 - viii. Adds, moves or change projects such as Physical Equipment Moves, Infrastructure Additions and or equipment upgrades.
 - ix. Products, parts and materials required to repairs Client owned systems
- b. Rates for excluded or non-included services are located in Appendix III.

4. **Authorized Contacts.** The following person(s) shall be Authorized Contacts for Client:

Contact	Title	Phone	Email
Jerry Logan	Network Manager	(954) 602-3108	jrlogan@miramarfl.gov
Ricardo Simonis	Assistant Director	(954) 602-3106	rmsimonis@miramarfl.gov
Clayton Jenkins	Director	(954) 602-3098	cdjenkins@miramarfl.gov

5. **Service Level Agreement.** Refer to Appendix II



6. Terms and Fees. The Services Term will continue for the term listed below in accordance with the Master Services Agreement. Client agrees to pay the minimum monthly recurring fees for Managed Services for the devices outlined in Appendix I. Any material deviations from the baseline scope and assumptions would be processed through the Change Order Process.

Term	
Estimated Coverage Dates:	October 1, 2024 Through September 30, 2024
Type:	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal

Fees		
Service Type	Billing Period	Costs
MS-ENG-MNS-T02	Monthly	\$14,094.20

City of Miramar

R2 Unified Technologies, LLC

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

(Date)

(Date)

Scope of Services

The following services outlined shall be provided to the Client.

SmartIT Onboarding

Onboarding will commence within ten (10) business of a signed Managed Services Agreement. R2UT will coordinate the Kick Off call and R2UT and the Client will work together as described below to onboard the Managed devices and to define the requirements for establishing connectivity and accessibility to the Managed devices.

The Onboarding will be managed by the Service Manager and will include the following personnel as needed to complete the onboarding of the Clients' environment:

- Operational Support Lead
- Network Implementation Engineer
- Server Implementation Engineer

R2UT's Responsibilities

- Managed Services Kick Off Meeting via phone, in person or video conference.
- Provide and manage the onboarding plan
- Gather site information and document
- Provide Customer with hardware- or software-based Data Collection Tool(s) and define the technical requirements
- Deploy data collection and monitoring software
- Onboard managed devices into data collection tool(s)
- General baseline health check
- Build dashboards
- Tune alarms
- Dashboard review
- Provide notification to Customer that onboarding is complete

Client Responsibilities:

- Provide the inventory information and topology requirements, as well as host names, IP addresses, SNMP strings, passwords, and other similar information, necessary to manage the devices covered under the scope of the agreement.
- Review and approve the onboarding plan
- Assign a Point of Contact to work with R2UT during the onboarding
- Make network/firewall changes necessary to provide access for R2UT
- Creating any necessary user and service accounts
- Provide the environment/resources for R2UT to deploy the data collector(s)
- Make network/firewall changes necessary to provide connectivity for the data collector
- Provide VPN access to the network infrastructure

SmartIT Operation

The purpose as detailed within this document is to describe the scope of managed services that R2 Unified Technologies provides.

Core Centralized Services

- **Provide 24x7 Service Desk support**
R2UT will provide Service Desk availability for critical incidents 24x7x365 based on the tier of Service purchased by Customer.
- **Unlimited Remote support**
R2UT will work issues as it relates to the managed devices without additional cost to Customer.
- **Remote Monitoring Tool**
R2UT will install and configure a collector to gather data for monitored devices and generate alerts. R2UT will conduct a full audit of the customer's infrastructure to ensure that all assets are correctly mapped and monitors configured devices appropriately. R2UT will implement a secondary collector in a redundant customer datacenter/facility to enhance R2UT's ability to recover or continue to provide the Services in the event of an outage impacting a collector.
- **24x7 Device Monitoring and Alarms**
R2UT will configure 24/7 monitoring of alerts across the customers infrastructure covering contracted devices. There will be a 2-3-week tuning period for managed devices and alarms once monitoring commences.
- **Event Management**
R2UT will monitor for Events on Managed devices. R2UT will detect that an Event has occurred by monitoring via syslog, SNMP trap messages, and/or Threshold Crossing Alerts from Managed devices. R2UT will create tickets from detected or reported events
- **24x7 Critical Incident Management**
R2UT will identify, troubleshoot, and restore devices back to normal operation if an Incident is detected on a Managed device. R2UT will create tickets from detected or reported incidents by classifying, prioritizing, troubleshooting and restoring normal operation.
- **Access to Device health and alarm dashboard**
R2UT will provide or make available device statistics and alarms via a web portal.
- **Ticketing System**
R2UT will provide or make available a ticket system and online portal for Client to open incidents and review status. Tickets can also be opened via email at servicedesk@r2ut.com or by phone at 561.515.6900.
- **Monthly Service Reviews**
R2UT will host a remote service review meeting on a monthly basis (if applicable) and review operational data including incident tickets, infrastructure health and alarms.
- **Quarterly Business Reviews**
R2UT will host a remote service review meeting on a quarterly basis and review operational data including incident tickets, historical trends, discuss future business objectives and provide recommendations for improving operational services and service delivery.
- **Guaranteed SLAs**
R2UT will perform and manage Services to meet or exceed the Service Levels described in the Service Level Agreement (Appendix 1).
- **Configuration Management**
R2UT will manage the configuration(s) of covered devices. Where needed, make configuration onto Managed devices in response to a Service Request or incident response.

Patch Management

- R2UT will work closely with vendors to review released updates based on criticality of the updates and risks.
- R2UT will perform updates as detailed below:
 - Apply security patches for potential vulnerabilities
 - Apply mandatory patches specified by the vendor
 - Twice a year minor software updates
 - Other updates and patches can be applied but are subject to additional charges.

Performance Management

- R2UT will review managed devices for the following on an ongoing basis:
- Capacity
- Availability
- Redundancy
- License Utilization

Optional Centralized Services (additional charges apply)

- **Backup validation**
R2UT will review and ensure that backups are being completed for managed devices.
- **Service Monitoring**
R2UT will monitor critical software services running on Managed devices
- **Anti-virus**
R2 UT will install and manage anti-virus software solution to generally protect the Client's system from becoming infected with new viruses. However, viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services.
- **Server Management (Basic)**
R2UT will monitor servers for alerts and faults on CPU, memory and disk space.
- **Server Management (Advanced)**
This covers Basic server management but includes application services. We will monitor and manage operations for applications and specialty servers. Includes monitoring of logs for critical events and interface with vendors/manufacturers for failure remediation.
- **vCTO Advisory Services which includes:**
 - Technology leadership
 - Technology integration
 - Technology evaluation & analysis
 - Technology roadmap
 - Technology budgeting
 - Technology architecture
 - Vendor and provider selection

Roles and Responsibilities

R2 Responsibilities

- Maintain appropriately trained staff.
- Monitor and Manage 24x7x365 contracted devices.
- Provide 24x7x365 Service Desk support with appropriate Level 2 and 3 Engineering support for incidents that require technical escalation.
- Provide leading practices for incident and problem management processes to provide timely resolution.
- Work with third party vendors/providers as it relates to the managed services scope.
- Provide configuration management; configuration changes for each device will be backed up with the capability to restore in the case of a device failure.
- Optimize systems and services for performance.
- Communicate in writing issues regarding service levels, change management, etc.
- Adhere to contracted Service Levels Agreements.
- Provide network performance reports via online portal access.
- Provide System Health checks.
- Support Capacity Planning.
- Deliver Monthly Service Reports.
- Deliver Quarterly Service Reviews.

Client Responsibilities

- Provide at least three (3) qualified contacts to R2 including one Accounts Payable contact and ensure that the contact information is always kept current.
- R2UT will send the client a contact form quarterly to keep updated. Client is expected to review form and advise R2UT of changes if required.
- Maintain support and maintenance contracts of all equipment covered under the scope of services
- Manage all other network/systems/applications not outlined in the contract.
- Maintain a point of contact to provide reasonable administrative and technical assistance to deliver services
- Provide access/credentials to all devices covered under the scope of services
- Requesting maintenance windows from the business
- End user communication of issues or work being performed
- Add R2 Unified Technologies Engineers to vendor authorized access lists e.g. Datacenter, Telco providers, Smartnet contracts
- Provide necessary documentation and information necessary for services to be performed according to the scope of services. This could include but is not limited to:
 - IP address for each contracted network device
 - Hardware inventory information (type, model, serial #,) for each contracted device
 - Current network diagrams
 - Current maintenance contracts and providers associated with each contracted device
 - R2 remote access to Customer devices.

Appendix I – Services Included

Remote Infrastructure and Management

This describes the scope of SmartIT Managed Services for Client and the environment being managed.

Managed Services:	Touch 1	Touch 2	Touch 3
Collaboration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Datacenter – Compute	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Datacenter – Network	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Datacenter – Server Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Network	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security w/ SOC Services	<input type="checkbox"/>	N/A	N/A
Wireless	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cloud Backup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Services Overview

SmartIT Managed Network – Touch 2 – Remote management and monitoring of the SDA Network.

Devices and Locations under Management		
Attribute	Qty	Current Description
DNA Center Appliances	3	Cisco DNAC Servers (2 in City Hall & 1 in PD)
ISE Appliances	4	Cisco ISE Servers (2 in City Hall & 2 in PD)
Stealthwatch Collectors	2	Cisco Secure Network Analytics (Stealthwatch) (2 in City Hall & 2 in PD)
Datacenter Switches	4	Cisco Nexus (2 in City Hall & 2 in PD)
Core Switches	4	Cisco 9500-24 Switches (2 Intermediate Nodes in City Hall & 2 in PD)
Core Switches	2	Cisco 9500-48 Switches (2 Intermediate Nodes in City Hall & 2 in PD)
Non-Fabric Switches	2	Cisco 9500-48 (2 in PD)
SDA Switches	164	Cisco 9300-24 & 48s
Core Routers	2	Cisco ASR 1002 (Internet - 1 in City Hall & 1 in PD)
Core Routers	2	Cisco ASR 1002 (Fusion - 1 in City Hall & 1 in PD)
Core Firewalls	4	4 Palo Alto Firewalls (2 in City Hall & 2 in PD)

Summary

Total Devices under Monitoring and Management	193	Monitoring Licenses
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Service Responsibilities

For the managed services type and level selected above, R2UT’s and the client’s responsibilities will be as outlined in the Service Addendum(s) attached.

Service Addendum	
Collaboration	<input type="checkbox"/>
Datacenter	<input type="checkbox"/>
Network	<input checked="" type="checkbox"/>
Security	<input type="checkbox"/>
Security w/ SOC Services	<input type="checkbox"/>
Cloud	<input type="checkbox"/>

Service Desk Hours

R2UT will ensure a Service Desk Technician is available 24x7x365 to provide proactive monitoring and support. R2UT’s standard Service Desk business hours are 7:00am to 7:00pm ET. Afterhours are defined as 7:00PM to 7:00am ET and are designed for critical issues only. Critical issues afterhours must be communicated via phone call to the Service Desk. Email and Portal tickets created afterhours will default to low priority and will be handled on the next business day.

Maintenance Windows

R2UT will not schedule any maintenance window during the Client’s standard business hours unless otherwise agreed upon, in writing, by both parties. R2UT will always request approval for an acceptable maintenance window to perform work that requires scheduled downtime. R2UT and Client will make reasonable efforts to provide the business at least 2 business days’ notice for any maintenance activity unless the activity is deemed an Emergency.

Priority Definitions

Priority defines the level of effort that will be expended by R2UT and Client to resolve an Incident. The Priority level is determined by applying Impact and Urgency.

R2UT Incident Management priorities are defined as follows:

- **P1:** R2UT and the Customer will commit any necessary resources 24x7 to resolve the situation.
- **P2:** R2UT and the Customer will commit full-time resources during Standard Business Hours to resolve the situation.
- **P3:** R2UT and the Customer are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.
- **P4:** R2UT and the Customer are willing to commit resources during Standard Business Hours to provide information or assistance to resolution.

Service Levels

For the managed services scope outlined in this document, R2UT will provide 24x7 support availability; please refer to Appendix II for the detailed SmartIT service levels.

Appendix II

SmartIT Service Levels

For the scope outlined, the service levels for R2 SmartIT provide support availability 24x7 as follows by incident priority level categorized as follows:

Priority Level	Description	Response	Resolution Plan	Resolution Target*
P1 - Critical	<ul style="list-style-type: none"> Outages affecting multiple users Business Production halted 	20-minute acknowledgement / 1 Hour Response	Within 2 Hours	24x7 dedication to resolution
P2 - High	<ul style="list-style-type: none"> Outages affecting 1 or more users Issues impairing production 	2 Hours	Within 4 Hours	Business hours dedicated to resolution
P3 - Medium	<ul style="list-style-type: none"> Outages affecting 1 or more users Issues affecting performance but production still available (workaround available) 	4 Hours	Within 8 Hours	1-2 Days; Business hours dedicated to resolution
P4 - Low-Primary or Fundamental Support	<ul style="list-style-type: none"> Outages affecting 1 user Issues not affecting production 	8 Hours	Within 8 Hours	2-3 Days; Business hours dedicated to resolution

Notes:

- R2 commits to responding within target timeframe at least 95% of received requests.

Appendix III

Rate Schedule for Non-Included Services

The following is the time and material rate schedule for R2 Unified Technologies IT services effective June 1, 2023. These rates apply only to items not covered under the managed services scope.

Service Code	Description	Standard Rate	After Hours Rate
PS-ENG-SVC-ARC	Architect	\$295.00	\$442.50
PS-ENG-SVC-ADV	Advanced Engineer	\$265.00	\$397.50
PS-ENG-SVC-STD	Standard Engineer	\$235.00	\$352.50
PS-ENG-SVC-SWE	Workstation Engineer	\$185.00	\$277.50
PS-ENG-SVC-PRM	Project Manager	\$215.00	\$315.00
PS-ENG-SVC-PRC	Project Coordinator	\$195.00	\$292.50
PS-ENG-SVC-TPE	Engineer - Misc.	\$265.00	\$427.50
SD-ENG-SVC-SUP	Emergency Support Fee	\$500.00	\$750.00
SD-ENG-SVC-OIM	OnDemand Incident Response Engineer	\$375.00	\$562.50
SD-ENG-SVC-SUP	OnDemand Incident Response Team Emergency Fee	\$3,500.00	\$5,250.00

Notes:

- After-hours rates are from 5:30 pm EST to 8:30 am EST as well as weekends and holidays. After-hours rates are 1.5 times the standard rate.
- Time is billed at a minimum of 30 mins and 15 mins increments thereafter.
- Travel time is billable at 50% of the billable rate.
- Retainers are sold in \$5,000 increments and are valid for 12 months from the date of purchase.
- The OnDemand Incident Response Emergency Fee is discounted 25% for Managed Security Customers.

Appendix IV

Device Type Rate Schedule

Device	Description	T1	T2	T3
MS-ENG-MSD-OFW	Managed Remote Office Firewall	\$ 85.00	\$ 65.00	\$ 45.00
MS-ENG-MSD-CFW	Managed Core Firewall	\$ 225.00	\$ 195.00	\$ 125.00
MS-ENG-MSD-IDS	Managed IDS Node	\$ 200.00	\$ 150.00	\$ 100.00
MS-ENG-MSD-CAR	Managed Router - Advanced Routing	\$ 175.00	\$ 125.00	\$ 75.00
MS-ENG-MSD-RBR	Managed Router - Basic	\$ 55.00	\$ 45.00	\$ 35.00
MS-ENG-MSD-DCS	Managed Datacenter Core Switch	\$ 175.00	\$ 150.00	\$ 125.00
MS-ENG-MSD-DES	Managed Edge/Access Switch	\$ 55.00	\$ 35.00	\$ 25.00
MS-ENG-MSD-WLC	Managed WLC	\$ 90.00	\$ 75.00	\$ 50.00
MS-ENG-MSD-VSN	Managed Viptela SD-WAN Node	\$ 65.00	\$ 55.00	\$ 40.00
MS-ENG-MSD-MMX	Managed Meraki MX	\$ 55.00	\$ 45.00	\$ 30.00
MS-ENG-MSD-MSW	Managed Meraki Switch	\$ 40.00	\$ 25.00	\$ 20.00
MS-ENG-MSD-SSC	Managed Server Chassis	\$ 175.00	\$ 155.00	\$ 125.00
MS-ENG-MSD-UFI	Managed UCS FI	\$ 175.00	\$ 150.00	\$ 125.00
MS-ENG-MSD-VVC	Managed vCenter	\$ 200.00	\$ 175.00	\$ 150.00
MS-ENG-MSD-SSS	Managed ESX host	\$ 150.00	\$ 135.00	\$ 115.00
MS-ENG-MSD-SSS	Managed Storage System	\$ 200.00	\$ 165.00	\$ 135.00
MS-ENG-MSD-HCN	Managed HyperConverged Node	\$ 255.00	\$ 225.00	\$ 200.00
MS-ENG-MSD-WSA	Managed Windows Application Servers - Adv Management	\$ 150.00	\$ 125.00	\$ 75.00
MS-ENG-MSD-ISP	Managed Circuit (new circuit per location)	\$ 25.00	\$ 20.00	\$ 15.00
MS-ENG-MSD-MDM	Managed Device Monitoring (added to any new device being managed)	\$ 10.00	\$ 10.00	\$ 10.00

Notes:

- Price per additional contracted devices. Changing an existing managed device/server will incur a one-time change fee of \$250.00.

Appendix V

Managed Services Network Attachment

Configuration Management			
Service Description	T1	T2	T3
Remote support of replacing an existing failed device	X	X	X
Switchport M/A/C	X	X	Escalation
VLAN M/A/C	X	X	Escalation
Firewall rule M/A/C	X	X	Escalation
NAT rule M/A/C	X	X	Escalation
Sub interface configuration	X	X	Escalation
Static routes	X	X	Escalation
Maintenance of existing dynamic routing protocols	X	X	Escalation
IP address configuration	X	X	Escalation
SNMP configuration	X	Escalation	Escalation
Troubleshooting and Incident response	X	Escalation	Escalation
Working with Telecom carriers to troubleshoot issues / dispatch	X	Escalation	Escalation

Patch Management			
Service Description	T1	T2	T3
R2Ut will work closely with vendors to review released updates based on criticality of the updates and risks.	X	X	X
R2UT will perform updates as below: <ul style="list-style-type: none"> Apply security patches for potential vulnerabilities Apply mandatory patches specified by the vendor 	X	X	X
R2UT will perform twice a year minor software updates (based on client approval)	X	X	Escalation
Other updates and patches can be applied but are subject to additional charges.			

Performance Monitoring and Management			
Service Description	T1	T2	T3
Network Capacity	X	X	X
Network Availability	X	X	X
Network Redundancy (where available)	X	X	X
Network Optimization	X	X	X

Example of services not in scope and would be billable under this agreement:

- DR Testing
- Major version upgrades

- Implementing new dynamic routing protocols
- Network redesign
- Adding new sites / buildings / carrier circuits
- Adding new devices or device hardware upgrades

Client Responsibilities			
Service Description	T1	T2	T3
Cable infrastructure	X	X	X
Responding to R2UT in a timely (48hrs) manner for information regarding alarms / tickets	X	X	X
Initiate ticket creation with carriers as part of troubleshooting process		X	X
Ensure backups are being completed for managed devices		X	X
First level triage of user incidents and service		X	X
First level response to all monitoring alarms		X	X
Second level triage of user incidents and service issues (troubleshooting steps taken to be provided when escalating)			X

Note: If R2 Unified Technologies is required to go onsite to perform client responsibilities, client will be billed at an hourly rate based on the rate schedule

Master Agreement

Between:

City of Miramar

And:

R2 Unified Technologies

Dated as of

October 1, 2024



Services Agreement

This Master Agreement (this "Agreement"), dated as of October 1, 2024 (the "Effective Date"), is between R2 UNIFIED TECHNOLOGIES, LLC, a Florida limited liability company ("R2"), located at 980 N. Federal Hwy, Ste 410, Boca Raton, FL 33432 and City of Miramar (the "Client"), a municipal corporation organized under the laws of Florida and located at 2300 Civic Center Place, Miramar, FL, 33025.

Client desires to retain R2 to provide certain Information Technology services upon the terms and conditions contained in this Agreement, and R2 is willing to perform such services. Client also desires to purchase certain information Technology Equipment from R2 upon the terms and conditions contained in the Agreement. In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I Definitions

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Change Order" has the meaning set forth in Section 5.02.

"Confidential Information" has the meaning set forth in Section 10.01

"Contract Devices" means all devices for which R2 provides Services to Client as listed on the Scope of Services.

"Client" has the meaning set forth in the preamble.

"Client Materials" means any documents, data, know-how, methodologies, software, computer programs, reports, specifications, and other materials provided to R2 by Client.

"Equipment" means all hardware, software and related products of a third-party sold by R2 to the Client.

"Force Majeure Event" has the meaning set forth in Section 16.01.

"Initial Term" means the initial length of time for which Services are provided to Client, as defined in the Scope of Services and elsewhere in this Agreement.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Quote" means any written quote for Equipment to be purchased by the Client. Each individual Quote shall be treated as an addendum to this Agreement and shall incorporate this Agreement into its terms.

"R2" has the meaning set forth in the preamble.

"Scope of Services" means the Scope of Services entered into by the parties and attached to this Agreement as Exhibit A, which is fully incorporated by reference and made part of this Agreement as if fully set forth herein.

"R2 Personnel" means all Clients and Permitted Subcontractors, if any, engaged by R2 to perform the Services.

"Services" mean any professional or other services to be provided by R2 under this agreement, as described in more detail in the Scope of Services, and R2's obligations under this Agreement.

"Term" has the meaning set forth in Article VI.

Article II – Services

Section 2.01 R2 shall provide the Services to Client as described in more detail in the Scope of Services in accordance with the terms and conditions of this Agreement. In the event the Scope of Services and this Agreement conflict, the Scope of Services will govern only with respect to the duration of the Services, fees, invoicing and payment terms. Otherwise, this Agreement shall govern any conflict between such documents.

Section 2.02 The Scope of Services shall include the following information, if applicable:

1. a detailed description of the Services to be performed by R2;
2. the Initial Term of the Services, and the date upon which the Services will commence;
3. the fees to be paid to R2 for the Services;
4. any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to this Agreement.

Article III - R2's Obligations

Section 3.01 R2 shall comply with, and ensure that all R2 Personnel comply with, all rules, regulations and policies of Client that are communicated to R2 in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures.

Article IV- Client's Obligations

Section 4.01 In addition to all of Client's other obligations hereunder, Client shall:

1. cooperate with R2 in all matters relating to the Services and Equipment sales;
2. provide such access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by R2 for the purposes of performing the Services and Equipment sales;
3. respond promptly to any R2 request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for R2 to perform Services and Equipment sales in accordance with the requirements of this Agreement;
4. provide such Client Materials and/or information as R2 may request, in order to carry out the Services, in a timely manner, and ensure that all Client Materials and/or information provided to R2 is complete and accurate in all material respects;
5. obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services in all cases before the date on which the Services are to start; and
6. refrain from servicing, repairing, or attempting to service or repair, Contract Devices without the express knowledge and permission of R2 or as otherwise directed by R2;
7. designate at least three representatives of Client to serve as the primary contacts with respect to this Agreement who will have the authority to act on behalf of Client with respect to all matters pertaining to this Agreement, including but not limited to Client's accounts payable to R2 (the "Client Representatives"), provide R2 with each Client Representative's contact information, and keep all such contact information current;
8. provide R2 with each Contract Device's IP address, type, model, serial number, current network diagrams, current maintenance contracts and providers, and allow R2 remote access to each Contract Device; and
9. manage all of Client's other devices, networks, systems, and/or applications not listed as a Contract Device or not otherwise covered by this Agreement.

Section 4.02 If R2's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or Clients, R2 shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or Losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

Article V - Change Orders

Section 5.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing.

Section 5.02 Promptly after receipt of a written requested change to the Services, if applicable, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with Section 17.10.

Article VI – Term

Section 6.01 This Agreement shall commence as of the Effective Date and shall continue thereafter for five years.

Section 6.02 Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms with durations of one (1) year each, at then current prices and upon such additional terms as R2 shall provide to Client, unless and until Client terminates this Agreement pursuant to Article XV.

Article VII – Equipment Sales

Section 7.01 Delivery of Equipment. (a) The Equipment will be delivered within a reasonable time or at a later date if indicated by Client after the receipt of Client's acceptance of the Quote, subject to availability of the Equipment. If the Client provides a purchase order in response to the Quote, that shall be deemed an acceptance of the Quote and such Quote shall be a valid contract entered into by the parties. In accordance with Section 7.04 of these Terms, R2 shall not be liable for any delays, loss or damage in transit. (b) Unless otherwise agreed in writing by the parties, the Equipment shall be delivered to the Delivery Address set forth in the Quote (the "Delivery Point") using standard methods for packaging and shipping such Equipment. Client shall take delivery of the Equipment immediately upon delivery of the Equipment to the Delivery Point. Client shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Equipment at the Delivery Point. (c) R2 may, in its sole discretion, without liability or penalty, make partial shipments of Equipment to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Client's order. (d) If for any reason Client fails to accept delivery of any of the Equipment on the date that the Equipment has been delivered at the Delivery Point, or if R2 is unable to deliver the Equipment at the Delivery Point on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Equipment shall remain with Client; (ii) the Equipment shall be deemed to have been delivered; and (iii) R2, at its option, may store the Equipment until Client picks the Equipment up, whereupon Client shall be liable for all related costs and expenses (including, without limitation, storage and insurance). (e) R2 shall use reasonable efforts to meet any performance dates to deliver the Equipment specified in each Quote, but any such dates shall be estimates only and a failure to meet such performance dates is not a breach of this Agreement.

Section 7.02 Non-delivery. (a) R2 shall not be liable for any non-delivery of Equipment (even if caused by R2's negligence) unless Client gives written notice to R2 of the non-delivery within 7 days of the date when the Equipment would in the ordinary course of events have been received. (b) Any liability of R2 for non-delivery of the Equipment shall be limited to replacing the Equipment within a reasonable time or adjusting the invoice respecting such Equipment to reflect the actual Equipment delivered. (c) Client acknowledges and agrees that the remedies set forth in Section 7.02 and Section 7.06 are Client's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under Section 7.06(b), all sales of Equipment to Client are made on a one-way basis and Client has no right to return Equipment purchased under this Agreement to R2.

Section 7.03 Shipping Terms. R2 shall make delivery in accordance with the terms on the face of each Quote.

Section 7.04 Title, Risk of Loss, Security Interest. Title and risk of loss passes to Client upon delivery of the Equipment to a common carrier. As collateral security for the payment of the purchase price of the Equipment, Client hereby grants to R2 a lien on and security interest in and to all of the right, title and interest of Client in, to and under the Equipment, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Client hereby authorizes R2 to file this Agreement or a reproduction thereof as a financing statement evidencing R2's security interest in the Equipment under the Florida Uniform Commercial Code. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code.

Section 7.05 Client's Acts or Omissions. If R2's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, R2 shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

Section 7.06 Inspection and Rejection of Nonconforming Equipment. (a) Client shall inspect all Equipment within two business days of receipt of the final Equipment delivery ("Inspection Period"). Client will be deemed to have accepted the Equipment unless it notifies R2 in writing of any Nonconforming Equipment during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by R2. "Nonconforming Equipment" means only the following: (i) product shipped is different than identified in Client's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. (b) If Client timely notifies R2 of any Nonconforming Equipment, R2 shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by Client in connection therewith. Client shall ship, at its expense and risk of loss, the Nonconforming Equipment to R2's facility. If R2 exercises its option to replace Nonconforming Equipment, R2 shall, after receiving Client's shipment of Nonconforming Equipment, ship to Client, at Client's expense and risk of loss, the replaced Equipment to the Delivery Point. (c) Client acknowledges and agrees

that the remedies set forth in Section 7.06 are Client's exclusive remedies for the delivery of Nonconforming Equipment. Except as provided under Section 7.06(b), all sales of Equipment to Client are made on a one-way basis and Client has no right to return Equipment purchased under this Agreement to R2.

Section 7.07 In the event Client has assigned its obligations for payment under this agreement to a third-party for the purpose of financing Client's obligations, Client agrees to sign all finance documents, including, but not limited to all Delivery and Acceptance forms, within two business days of the final Equipment Delivery. If Client has chosen to include Services in this arrangement, payment for the Services will be due prior to R2 completing such Services, and Client's obligation to take delivery of the Equipment and sign all delivery forms is not contingent in any upon R2's completion of such Services.

Article VIII Service Fees And Expenses

Section 8.01 Where the Services are provided on a time and materials basis:

1. the fees payable for the Services shall be calculated in accordance with R2's fee rates as set forth in the Scope of Services; and
2. R2 shall issue invoices to Client for all such fees and expenses.

Section 8.02 Where Services are provided for a fixed price, the fees for the Services shall be the amount set out in the Scope of Services. Such fees shall be paid by Client to R2 in installments, as set out in the Scope of Services. For each installment, R2 shall issue invoices to Client for the fees that are payable, together with a detailed breakdown of any additional expenses incurred by Client for that period.

Section 8.03 Client agrees to reimburse R2 for all reasonable travel and out-of-pocket expenses incurred by R2 in connection with the performance of the Services.

Section 8.04 The parties agree that R2 may increase its standard fee rates specified in the Scope of Services upon written notice to Client; provided, that R2 provides Client written notice of such increase at least 30 days prior to the effective date of such increase;

Article IX- Payment Terms

Section 9.01 Client agrees to pay all fees for Equipment and Services from R2 at the price set forth in the Scope of Services, other binding document or each Quote. Client agrees to pay all shipping charges and other related costs (the "Price"). Client agrees all invoices for Equipment are not contingent of the completion of any related services, whether contracted at the time of the purchase of Equipment or not.

Section 9.02 All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Client. Client shall be responsible for all such charges, costs and taxes; provided, that, Client shall not be responsible for any taxes imposed on, or with respect to, R2's income, personnel or real or personal property or other assets.

Section 9.03 R2 will invoice Client for all fees for Equipment and Services in a reasonable and timely manner.

Section 9.04 R2, at its sole discretion, may elect to require Client pay a deposit for Equipment or Services. Such deposit is due prior to the shipment of Equipment, or commencement of Services. Any deposits collected will be applied to invoices for the respective Equipment or Services.

Section 9.05 Client shall pay all invoiced amounts due to R2 within 20 days from the date of R2's invoice. Client shall make all payments hereunder by cash, cash equivalents, wire transfer, check, or by any other payment method agreed to by the parties in writing, and in US dollars.

Section 9.06 Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse R2 for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

Section 9.07 In addition to all other remedies available under this Agreement or at law (which R2 does not waive by the exercise of any rights hereunder), R2 shall be entitled to suspend the delivery of any Equipment if Client fails to pay any amounts, whether for Services or Equipment, when due hereunder and such failure continues for seven (7) days following written notice thereof.

Section 9.08 Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with R2, whether relating to R2's breach, bankruptcy or otherwise.

Section 9.09 In the event Client terminates this agreement under ARTICLE XV, R2 shall invoice Client for any and all un-invoiced work completed through the termination of any underlying agreement. In the event Client suspends or halts work under a Scope of Services, R2 shall invoice Client for any and all un-invoiced work completed through the suspension. For purposes of this section, suspends or halts work shall also mean rescheduling, non-response, or any other such action or non-action that would cause an unreasonable delay in R2 completing its obligations under said Scope of Services.

Article X - Confidential Information

Section 10.01 All non-public, confidential or proprietary information of R2, including but not limited to, all information contained within the Scope of Services, as well as R2's systems, specifications, schematics, samples, patterns, designs, plans, drawings, documents, data, business operations, Client lists, pricing, discounts or rebates, disclosed by R2 to Client, whether disclosed orally, disclosed through R2's actions, or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement ("Confidential Information"), is confidential and is solely for the use of performing this Agreement and may not be disclosed by Client to any third party, or copied by Client or any third party, unless otherwise authorized in advance by R2 in writing.

Section 10.02 R2 shall be entitled to injunctive relief for any violation of this Section pursuant to Section 11.02. This Section does not apply to information that is: (a) in the public domain; (b)

known to Client at the time of disclosure; or (c) rightfully obtained by Client on a non-confidential basis from a third party.

Article XI – Non-Solicitation

Section 11.01 Client hereby covenants and agrees that throughout the term of this Agreement and for a period of twenty-four months following termination of this Agreement for any reason, Client shall not in any manner, directly or indirectly, either on its own account or with or for anyone else, (a) do business with, solicit, or attempt to solicit for any business endeavor or hire or attempt to hire any employee, sales representative, recruiter, agent, contractor, or consultant of R2; or (b) otherwise divert or attempt to divert from R2 any business whatsoever or interfere with any business or contractual relationship between R2 and any other individual or entity.

Section 11.02 Client recognizes that R2 has legitimate business interests to protect and as a consequence, Client agrees to the restrictions contained in Articles X, XI, XII and XIII ("Restrictions") because the Restrictions further R2's legitimate business interests. Client acknowledges and agrees that damages in the event of a breach or threatened breach of the covenants contained in the Restrictions will be difficult to determine and R2 will not have an adequate remedy at law, and therefore Client agrees that R2, in addition to seeking actual damages, may seek specific enforcement of the covenants set forth in the Restrictions in any court of competent jurisdiction, including, without limitation, by the issuance of an immediate temporary or permanent injunction, without notice and without the necessity of a bond. Client and R2 agree that the covenants in the Restrictions are reasonable, including without limitation in both the period of time, scope, and geographical area. However, should any court determine that any provision within the Restrictions are unreasonable, either in period of time, scope, or geographical area, or otherwise, the parties agree that the covenants in the Restrictions should be interpreted and enforced to the maximum extent which such court deems reasonable under applicable law. In the event of a breach by Client of any covenant set forth in the Restrictions, the term of such covenant will be extended by the period of the duration of such breach.

Section 11.03 Each restrictive covenant on the part of Client set forth in this Agreement shall be construed as a covenant independent of any other covenant or provision of this Agreement between R2 and Client, and the existence of any claim or cause of action by Client against R2, whether predicated upon another covenant or provision of the Agreement or otherwise, shall not constitute a defense to the enforcement by R2 of any other covenant or this Agreement. In case any provision in this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. The parties to this Agreement shall, in such an event, replace the void, illegal, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as far as possible to the spirit and purpose of the void, illegal, and unenforceable provision.

Article XII - Representations And Warranties

Section 12.01 Each party represents and warrants to the other party that:

1. it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;
2. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;
3. execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
4. when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 12.02 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, R2 MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES OR EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, EXCEPT AS REQUIRED BY LAW.

Article XIII - Indemnification

Section 13.01 Client shall indemnify, defend (with legal counsel acceptable to R2), and hold R2 and R2's officers, directors, Clients, agents, affiliates, successors and permitted assigns) harmless against any and all actions, claims, demands, Losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, all reasonable attorney fees and costs related thereto, that are incurred by R2 arising from: (a) Client's breach or non-fulfillment of any representation, warranty or covenant under this Agreement, including but not limited to Client's failure upon termination of this Agreement to assume all responsibility and liability for the use of any software installed by R2 as set forth in Section 15.03(e); (b) any negligence, act or omission of Client in connection with the performance of Client's obligations under this Agreement; (c) any failure by Client to materially comply with any applicable laws, statutes, regulations or ordinances in connection with the performance of Client's obligations under this Agreement; and (d) any violations of Kari's Law that result from a failure of Client to install, upgrade, or purchase the equipment and services necessary for the Client to comply with Kari's Law that were recommended by R2 but declined by the Client.

Article XIV - Limitation Of Liability

Section 14.01 IN NO EVENT SHALL R2 BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR

DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CLIENT OR COULD HAVE BEEN REASONABLY FORESEEN BY R2, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Section 14.02 IN NO EVENT SHALL R2'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO R2 UNDER THIS AGREEMENT, INCLUDING ALL SERVICES AND EQUIPMENT SOLD.

Section 14.03 The limitation of liability set forth in Section 14.01 shall not apply to: (a) liability resulting from R2's gross negligence or willful misconduct; and (b) death or bodily injury resulting from R2's acts or omissions.

Article XV - Termination; Effect Of Termination

Section 15.01 Client may terminate this Agreement at any time, with or without cause, by providing at least sixty (60) days' prior written notice to R2.

Section 15.02 R2 may terminate this Agreement at any time, with or without cause, by providing at least sixty (60) days' prior written notice to Client. In addition to any remedies that may be provided under this Agreement, R2 may also terminate this Agreement at any time with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Section 15.03 Upon the expiration or termination of this Agreement, Client shall:

1. Continue to perform its obligations under Article X;
2. Continue to perform its obligations under Article XI;
3. Continue to perform its obligations under Article XIII;
4. Return any tangible and/or electronically stored Confidential Information to R2 within sixty (60) days of the date of termination and destroy all copies of the same in Client's possession, custody, or control; and
5. Assume all responsibility and liability for the use of any software installed by R2, including but not limited to obtaining and maintaining all necessary licenses and consents and complying with all applicable Law in relation to such software.

Article XVI - Force Majeure

Section 16.01 R2 shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this

Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of R2 including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Article XVII – Miscellaneous

Section 17.01 Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of R2. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

Section 17.02 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section 17.03 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 17.04 Waiver. No waiver by R2 of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by R2. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 17.05 Governing Law and Attorney's Fees. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. If any Party is required to obtain the services of an attorney in order to enforce any right or obligation under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level, including all attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as all attorneys' fees and costs determining or quantifying the amount of recoverable attorneys' fees and costs.

Section 17.06 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the U.S. District Court for the Southern District of Florida or the courts of the State of Florida located in the County of Palm Beach, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Section 17.07 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Section 17.08 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 17.09 Survival. Provisions of this Agreement which by their nature should apply beyond their terms, including but not limited to Client's obligations contained in Article X, Article XI, Article XII, Article XIII, and Article XIV will remain in force after any termination or expiration of this Agreement.

Section 17.10 Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.

Section 17.11 Interpretation. To the extent that the terms of a Quote are inconsistent or conflict with this Agreement, this Agreement will govern. Both parties have had the opportunity to have this Agreement reviewed by their attorneys.



The individuals signing below represent and warrant that they are authorized to sign on behalf of the respective parties and to bind those parties to the terms of this Agreement.

City of Miramar

R2 Unified Technologies, LLC

By: _____

By: _____

(Authorized Signature)

(Authorized Signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Title)

(Date)

(Date)

[EXHIBIT A SCOPE OF SERVICES]