

**PALM BEACH COUNTY  
BOARD of COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** 9/12/06

**Consent**  
 **Ordinance**

**Regular**  
 **Public Hearing**

**Department Submitted by:** Information Systems Services  
**Submitted for:** Information Systems Services

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 6 to the contract with Metatomix Inc. (R-2004-2414), to extend the expiration date to September 30, 2007 to allow for development of a scope of work for Phase II of the Visual Planning Technologies (VPT) Project to integrate law enforcement information.

**Summary:** Palm Beach County ISS and Metatomix, Inc. have been working to complete Phase I of the Palm Beach Inquiry System, now referred to as LEX (Law Enforcement eXchange) to integrate disparate law enforcement information systems. Utilizing Homeland Security funding, the State of Florida Department of Law Enforcement (FDLE) has initiated efforts to establish statewide data sharing between the Domestic Security Task Force Regions, including the Palm Beach County data sharing initiative. Through the Palm Beach County Sheriff's Office as the fiscal agent, federal Homeland Security funding has been requested from our Region to fund Phase II of the LEX Project. Encountering delays in securing this funding, interim funding is being pursued. Phase II will include establishment of a production environment, additional application functionality, connecting additional Palm Beach County law enforcement agencies, and connecting to our Miami Region. This contract extension of twelve months to September 30, 2007, is requested to determine the results of the funding request, to lay out the scope of Phase II based on the funding received, and to complete the installation of Phase I data sources that were not previously ready, at no additional cost. Countywide (PK)

**Background and Justification:** The Visual Planning Technologies Project, initiated by the Criminal Justice Commission, is a multi-departmental, multi-agency project to provide crime data sharing technologies to law enforcement organizations in Palm Beach County. In late FY 2003, Information Systems Services (ISS) was brought into the project to provide the requisite technical expertise to this technology intensive effort. On October 16, 2004, Palm Beach County contracted with

(continued on page 3)

**Attachments:**

1. Two original Amendment No. 6 documents
2. Copy of contract with Metatomix, as amended to date
3. Copy of Change Order No. 1

<p><input checked="" type="checkbox"/> Recommended by:</p>	<p><i>Steve Bordelon</i> _____ Department Director</p>	<p>8-23-06 _____ Date</p>
<p>Approved by:</p>	<p><i>[Signature]</i> _____ County Administrator</p>	<p>9/11/06 _____ Date</p>

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<b>2006</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$0</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>	<b><u>\$ 0</u></b>

# Additional FTE Positions (Cumulative)      0      0      0      0      0

Is Item Included in Current Budget      Yes \_\_\_      No \_\_\_

Budget Account Number(s):      Fund \_\_\_\_\_      Dept. \_\_\_      Unit  
Object \_\_\_\_\_

**B. Recommended Sources of Funds / Summary of Fiscal Impact**

C. Department Fiscal Review: Robert C. Rasch 8/22/06

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

Jim But 8-29-06      OFMB      Ann J. Jacoby 8/31/06      Contract Administration

AM 8-25-06  
8/31/06

**B. Legal Sufficiency:**

Paul F. [Signature] 8/31/06  
Assistant County Attorney

This amendment complies with our review requirements.

At the time of CDC's review, the Amendment was not executed.

**C: Other Department Review:**

\_\_\_\_\_  
Department Director

**Background and Justification (continued from page 1)**

Metatomix, Inc. (R2004-2414) to develop and deploy the data sharing system. On April 5, 2005, the contract was amended to include two additional sites for data sharing (Amendment #1 - R2005-0687) and to extend the contract completion date (Amendment #2 - R2005-0688) to September 16, 2005, which was caused by the unanticipated level of complexity to coordinate city, County and State efforts and a requirement from the State to identify a Criminal Justice Agency to assure adherence to the CJIS Security Policies and Procedures for accessing FDLE data. The requirement to extend the dates again (Amendment #3 - R2005-1749) to March 31, 2005 was due to FDLE's requirement that the host environment be located at a law enforcement agency (PBSO) to access state criminal data. Palm Beach County's technical approach to law enforcement data sharing was recognized by FDLE and recommended for regional funding to complete the connectivity between the agencies. Staff efforts have been redirected to regional and state coordination, as well as streamlining the organizational structure to apply for Homeland Security funding for Phase II. The term of the contract was extended (Amendment #4 - R2006-0492) by three months to evaluate the pilot and develop the request for funding for Phase II. A three month extension (Amendment #5 - R2006-1158) was approved on June 20, 2006 for obtaining a response to the Homeland Security funding request and for Change Order No. 1 outlining the changes that have occurred during Phase I. This Amendment (#6) is to continue the pursuit of funding and for connecting data sources that were not previously ready to be connected.

**SIXTH AMENDMENT to Agreement No: PAL01**

**Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services**

This Amendment is entered into as of the \_\_\_ day of September, 2006 by and between Metatomix, Inc., a Delaware corporation having a place of business at 950 Winter Street, Suite 4400, Waltham, MA 02451 ("Metatomix"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (the "County") and amends the contract and Order Pricing Schedule of November 16, 2004 (R-2004-2414) as previously amended to extend the term of the agreement as set forth in Exhibit D to September 30, 2007.

Except as specifically modified herein, all other provisions of the contract as amended, are hereby confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to be executed, in the manner appropriate to each, on the day and year first above written.

**METATOMIX, INC.**

**COUNTY**

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Tony Masilotti

\_\_\_\_\_  
Title

\_\_\_\_\_  
Chairman

**ATTEST:**

Sharon R. Bock, Clerk and Comptroller

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Attorney

Approved as to Terms and Conditions:

By: \_\_\_\_\_  
ISS Director

R2006-1158

FIFTH AMENDMENT to Agreement No: PAL01

Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services

This Amendment is entered into as of the JUN 20 2006 day of June, 2006 by and between Metatomix, Inc., a Delaware corporation having a place of business at 950 Winter Street, Suite 4400, Waltham, MA 02451 ("Metatomix"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (the "County") and amends the contract and Order Pricing Schedule of November 16, 2004 (R-2004-2414) as previously amended to extend the term of the agreement as set forth in Exhibit D to September 30, 2006.

Except as specifically modified herein, all other provisions of the contract as amended, are hereby confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fifth Amendment to be executed, in the manner appropriate to each, on the day and year first above written.

METATOMIX, INC

By: [Signature]  
TIMOTHY M. CUNNINGHAM

Printed Name

CFO

Title

COUNTY

By: [Signature]  
Karen T. Marcus  
for Tony Masilotti

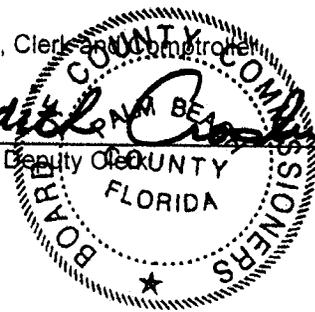
Tony Masilotti

Chairman

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: [Signature]  
Judith Croakie  
Deputy Clerk



Approved as to Form and Legal Sufficiency:

By: [Signature]  
Paul F. J.  
County Attorney

Approved as to Terms and Conditions:

By: [Signature]  
Steve Bordelon  
ISS Director

Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services

MAR 14 2006

This Amendment is entered into as of the \_\_\_ day of March, 2006 by and between Metatomix, Inc., a Delaware corporation having a place of business at 404 Wyman Street, Suite 320, Waltham, MA 02451 ("Metatomix"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (the "County") and amends the Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services between the parties dated as of November 16, 2004 (R-2004-2414, the "Agreement") as amended on April 5, 2005 (R-2005-0688, the "Second Amendment"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The parties agree to amend Exhibit D extending the term of the Agreement to June 30, 2006.

In the event of any conflict or inconsistency between the terms of the Agreement as amended by the Third Amendment and the terms of this Fourth Amendment, this Fourth Amendment shall control. The Agreement amended by the Third Amendment shall remain in full force and effect except as specifically amended hereby.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed, in the manner appropriate to each, on the day and year first above written ("Amendment Date").

METATOMIX, INC.

By: [Signature]  
Timothy M. Cunningham  
Printed Name  
ESP @ CSC  
Title

COUNTY

By: [Signature]  
Tony Masiotti, Chairman  
Printed Name  
Title

ATTEST:

Sharon R. Bock, Clerk and Comptroller  
By: [Signature]  
Judith C. Bock  
Deputy Clerk  

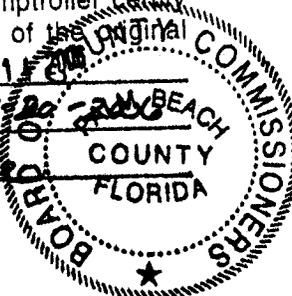

Approved as to Form and Legal Sufficiency:

By: [Signature]  
Paul F. [Name]  
County Attorney

Approved as to Terms and Conditions:

By: [Signature]  
Steve Bordecon  
ISS Director

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, SHARON R. BOCK, Clerk & Comptroller certify  
this to be a true and correct copy of the original  
filed in my office on MAR 14 2006

dated at West Palm Beach, FL on 3-14-2006  
By: [Signature]  
Judith C. Bock  
Deputy Clerk  


SEP 13 2005

THIRD AMENDMENT to Agreement No: PAL01

Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services

SEP 13 2005

This Amendment is entered into as of the \_\_\_ day of September, 2005 by and between Metatomix, Inc., a Delaware corporation having a place of business at 404 Wyman Street, Suite 320, Waltham, MA 02451 ("Metatomix"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (the "County") and amends the Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services between the parties dated as of November 16, 2004 (R-2004-2414, the "Agreement") as amended on April 5, 2005 (R-2005-0688, the "Second Amendment"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The parties agree to amend Exhibit D of the Agreement as follows:

1.) Amend three Milestone Deliverables dates in the Milestone Deliverable Table to read as follows:

"6. Stage IV Deployment to all 10 Agencies	11/30/05	\$28,000
7. Stage IV Overall System Test	2/1/06	\$14,000
8. Stage V User Acceptance - Transition to Customer	3/15/06	\$20,900."

In the event of any conflict or inconsistency between the terms of the Agreement as amended by the Second Amendment and the terms of this Third Amendment, this Third Amendment shall control. The Agreement amended by the Second Amendment shall remain in full force and effect except as specifically amended hereby.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed, in the manner appropriate to each, on the day and year first above written ("Amendment Date").

METATOMIX, INC.

By: Timothy M. Cunningham

Timothy M. Cunningham  
Printed Name

EVP & CFO  
Title

COUNTY

By: Tony Masilotti

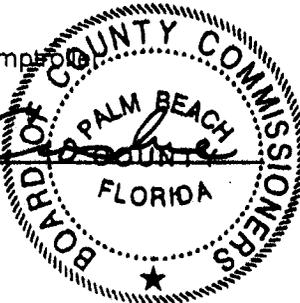
Tony Masilotti  
Printed Name

Chairman, PBC BCC  
Title

ATTEST:

Sharon R. Bock, Clerk and Comptroller

By: Judith Casanova  
Deputy Clerk



Approved as to Form and Legal Sufficiency:

By: Paul F. [Signature]  
County Attorney

Approved as to Terms and Conditions:

By: Steve Borden  
ISS Director

SECOND AMENDMENT to Agreement No: PAL01

Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services

This Amendment is entered into as of the ~~30th~~ 5th day of April, 2005 by and between Metatomix, Inc., a Delaware corporation having a place of business at 404 Wyman Street, Suite 320, Waltham, MA 02451 ("Metatomix"), and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners ("County") and amends the Order Pricing Schedule to the Contract for Consulting/Professional Services, Software Licensing and Maintenance and Support Services between the parties dated as of November 16, 2004 (R2004-2414, the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The parties agree to amend Exhibit D of the Agreement as follows:

1.) Amend five Milestone Deliverables dates in the Milestone Deliverable Table to read as follows:

3. Stage II Test Plan	5/02/05	\$14,000
5. Stage III Solutions Arch Complete	5/02/05	\$14,000
6. Stage IV Deployment to all 10 Agencies	8/15/05	\$28,000
7. Stage IV Overall System Test	8/30/05	\$14,000
8. Stage V User Acceptance - Transition to Customer	9/16/05	\$20,900.

2.) Delete the entire two sentences in the header paragraph of the 'Future Product and Services Offering' and substitute the following:

"Future Product and Services Offering: Customer shall have the option, at its discretion, to move to future phases. Customer shall notify Metatomix of its decision to move to a future phase."

In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Second Amendment, this Second Amendment shall control. The Agreement shall remain in full force and effect except as specifically amended hereby.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed, in the manner appropriate to each, on the day and year first above written ("Amendment Date").

METATOMIX, INC.

By: [Signature]  
ROBERT F. ANGELA  
Printed Name  
CEO, Metatomix  
Title

COUNTY

By: [Signature]  
Tony Masilotti, Chairman

ATTEST:

Sharon R. Bock, Clerk and Comptroller  
By: [Signature]  
Deputy Clerk  
FLORIDA  
COUNTY COMMISSIONERS  
PALM BEACH COUNTY

Approved as to Form and Legal Sufficiency:

By: [Signature]  
County Attorney

Approved as to Terms and Conditions:

By: [Signature]  
ISS Director

Written authorization is attached for the correction to the effective date.

**ORDER PRICING SCHEDULE**

**R2005-0687 APR 05 2005**

Payment is due upon receipt of invoice. Customer's order, purchase and use of the products and/or services listed above are subject to the terms of the above-referenced Agreement or, if none is referenced, Metatomix's standard form License Agreement and/or Support and Maintenance Agreement, which are available to Customer upon request.

**SHIPPING ADDRESS**

Palm Beach County - ISS  
3323 Belvedere Road  
West Palm Beach, FL 33046

**BILLING ADDRESS**

Palm Beach County - ISS  
Attn: Fiscal Manager  
301 N. Olive Ave  
West Palm Beach, FL 33401

Contact Name: Joan Beno  
Telephone:  
Fax:  
Terms: See Terms  
Taxable: No  
Country: US  
Quote Exp. Date:

Contact Name: Robert Busch  
Telephone: 561-355-2918  
Fax: 561-355-3482  
Email: [rbusch@pbcgov.com](mailto:rbusch@pbcgov.com)  
Sales Agent:  
Territory:  
Sales Admin:

## Pricing

**Program Products**

Product Description	Product Code	Quantity	Unit Price	Total Price
Metatomix Service Interfaces (In single increments)	JIS-002	2	\$20,000	\$40,000

**Professional Services**

Service Description	Rate	Total Price
Professional Services**	\$1,500/day	\$ 6,827.50

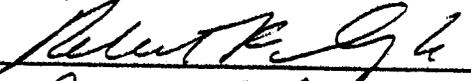
\* The parties acknowledge and agree that the Program Products listed herein shall be considered stage I of Phase 2 only. Customer's purchase of this stage shall not in any way be deemed to convey acceptance of any other stage of Phase 1 or 2 nor shall this purchase be deemed to convey Customer's authorization to move to any other stage of Phase 2.

\*\* Professional Services listed in this Pricing Schedule shall include; connection of data sources, business rules development for the sites and modifications to the dashboard, as required.

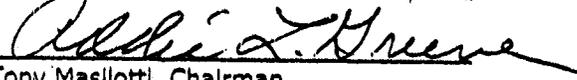
**Terms**

- Payment of Program Products fees is due upon signing.
- Professional Services will be billed monthly in arrears.
- The above pricing does not include third party licenses (i.e. DB2, Oracle, etc.) or Hardware.

**Metatomix, Inc.**

By:   
Robert F Anco CEO  
 (Printed Name and Title of Signatory)

**COUNTY**

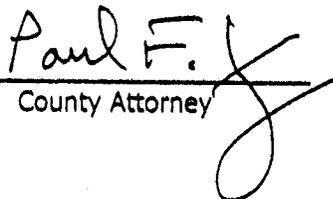
By: Steve Bordelon 3/11/05  
  
 Tony Maslotti, Chairman  
 Addie L. Greene, Vice Chairperson

**ATTEST:**

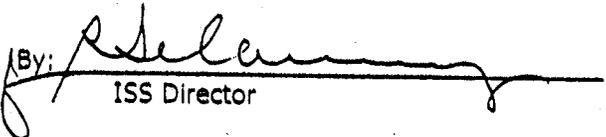
**Sharon R. Bock**  
**Clerk and Comptroller**

By: \_\_\_\_\_  
 Deputy Clerk

Approved as to Form and Legal  
 Sufficiency

By:   
 County Attorney

Approved as to Terms and Conditions

By:   
 ISS Director

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES,  
SOFTWARE LICENSING AND MAINTENANCE AND SUPPORT  
SERVICES**

**AGREEMENT NUMBER: PAL01**

NOV 16 2004

This Contract is made as of the \_\_\_\_\_ day of November, 2004, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Metatomix, Inc. [ ] an individual, [ ] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as METATOMIX, whose Federal I.D. is 04-3536282.

In consideration of the mutual promises contained herein, the COUNTY and METATOMIX agree as follows:

**ARTICLE 1 - SERVICES AND SOFTWARE**

METATOMIX'S responsibility under this Contract is to provide:

- A. a customized installation of their Metatomix SMARTE suite software, and related professional services and training all as set forth in detail in the Statement of Work in attached Exhibit A
- B. a perpetual fully paid software license subject to the terms and conditions attached Exhibit B which is incorporated herein by reference .
- C. maintenance and support of the provided software for one year following acceptance of the system, as set forth in attached Exhibit C

The COUNTY'S representative/liaison during the performance of this Contract shall be Mike Pinkney, Project Manager, telephone number 561-355-6396.

METATOMIX'S representative/liaison during the performance of this Contract shall be Ray Porter, telephone number 864-288-5322.

**ARTICLE 2 - SCHEDULE**

METATOMIX shall commence services upon execution of this contract and perform to completion all work (other than the maintenance of Exhibit C) in accordance with the detailed schedule set forth in Exhibit A and subject to the milestone payments set forth in Exhibit D.

**ARTICLE 3 - PAYMENTS TO METATOMIX**

- A. The total amount to be paid by the COUNTY under this Contract for all licenses and professional services for Phase I shall not exceed a total contract amount of \$499,900. Payments shall be made in accordance with the schedule set forth in Exhibit D.
- B. The COUNTY is granted the option, within 18 months following acceptance of Phase I, to obtain up to 42 interfaces, one additional Metatomix SMARTE suite and Metatomix professional services (listed as Phase II) at the prices shown in Exhibit D.
- C. The COUNTY is granted the option to continue the maintenance and support as set forth in Exhibit C, following completion of the first year's support as set forth in Exhibit D.
- D. Invoices received from METATOMIX pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the receipt of invoice.
- E. Final Invoice: In order for both parties herein to close their books and records, the METATOMIX will clearly state "final invoice" on METATOMIX'S final/last billing to the COUNTY. This shall constitute

METATOMIX'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County.

#### ARTICLE 4 - OMITTED

#### ARTICLE 5 - TERMINATION

This Contract may be terminated by METATOMIX upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of METATOMIX. It may also be terminated, in whole or in part, by the COUNTY, immediately with cause and upon reasonable advance notice to METATOMIX without cause. Unless METATOMIX is in material breach of this Contract, METATOMIX shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination, as well as reasonable costs to terminate (including but not limited to cost to re-book flights, removal of personnel and any equipment, but not including otherwise unworked hours.) After receipt of a Termination Notice and except as otherwise directed by the COUNTY, METATOMIX shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all completed work, and other materials related to the terminated work to the COUNTY.

#### ARTICLE 6 - PERSONNEL

METATOMIX represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by METATOMIX or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. COUNTY agrees that it will notify METATOMIX of any COUNTY-specific requirements.

Any changes or substitutions in METATOMIX'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective. In the event that the County reasonably rejects a Metatomix employee based upon either a review of his or her resume or background check, Metatomix will submit a resume for a replacement resource and will indicate the availability of such resource and any effect on the project plan. The County will complete the review of a Metatomix employee with all due diligence. The County will indicate whether it has approved each Metatomix provided resume within five (5) business days, and will not unreasonably reject such resumes. Final approval of the Metatomix employee is subject to the employee successfully passing the County's mandatory background check, which is typically completed within one week from the date of fingerprinting, however, the timeframe is not entirely under the control of the County. A background check requires the Metatomix employee to present documentation and fingerprinting at a County facility. The cost of the background check is borne by the County. Any costs to meet the requirements of the background check, whether fingerprints or documentation, is to be borne by Metatomix.

All of METATOMIX'S personnel while on County premises will comply with all COUNTY requirements governing conduct, safety and security, provided that COUNTY agrees to make METATOMIX aware of same.

In circumstances when services are provided at COUNTY's facilities or any facilities other than those of CONSULTANT, COUNTY agrees to; (a) properly and adequately prepare and bear responsibility for the location where the services are to be performed and provide the environment necessary for proper performance of services; (b) provide reasonable access to facilities to all METATOMIX personnel, including contractors, at such times as are necessary to enable them to perform the agreed to services; (c) fully and appropriately cooperate with all METATOMIX personnel assigned to performing the agreed to services, and; (d) provide METATOMIX with facilities necessary to perform the agreed to services, including but not limited to, reasonable office accommodations for METATOMIX personnel.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by METATOMIX. METATOMIX shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is METATOMIX authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

METATOMIX shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

#### **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for fiscal years subsequent to September 30, 2005 is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 10 - INSURANCE**

1. METATOMIX shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by METATOMIX are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by METATOMIX under the contract.
2. **Commercial General Liability** METATOMIX shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. METATOMIX shall provide this coverage on a primary basis.
3. **Business Automobile Liability** METATOMIX shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event METATOMIX doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing METATOMIX to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. METATOMIX shall provide this coverage on a primary basis.
4. **Worker's Compensation Insurance & Employers Liability** METATOMIX shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. METATOMIX shall provide this coverage on a primary basis.
5. **Professional Liability** METATOMIX shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of METATOMIX'S most recent annual report or audited financial statement.

For policies written on a "Claims-Made" basis, METATOMIX shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, METATOMIX shall purchase a SERP with a minimum reporting period not less than 3 years. METATOMIX shall provide this coverage on a primary basis.

6. **Additional Insured** METATOMIX shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." METATOMIX shall provide the Additional Insured endorsements coverage on a primary basis.
7. **Waiver of Subrogation** METATOMIX hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then METATOMIX shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should METATOMIX enter into such an agreement on a pre-loss basis.
8. **Certificate(s) of Insurance** Prior to execution of this Contract, METATOMIX shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
9. **Umbrella or Excess Liability** If necessary, METATOMIX may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
10. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 – INDEMNIFICATION AND LIMITATION OF LIABILITY**

METATOMIX shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, arising directly from Metatomix's performance of the terms of this Contract or due to the acts or omissions of METATOMIX in direct performance of this contract.

METATOMIX shall (i) defend and/or, at its option settle, any claim or suit by a third party against COUNTY arising out the infringement of any U.S. patent, trademark, copyright, or trade secret of such third party by the Program Products, and (ii) pay any final judgment awarded by a court of final jurisdiction against COUNTY on

such issue, or agreed to by METATOMIX in a settlement agreement provided that (a) METATOMIX has sole control of the defense and/or settlement; (b) COUNTY notifies METATOMIX promptly in writing of such claim or suit and gives METATOMIX all information known, to COUNTY or in its possession or control relating thereto, and (c) COUNTY cooperates with METATOMIX in the settlement and/or defense, at METATOMIX's cost and expense. If all or any part of such Program Products is, or in the opinion of METATOMIX may become, the subject of any claim or suit for infringement, METATOMIX may, and in the event of any adjudication that any such Program Products or any part thereof does infringe or if the use of the Program Products or any part thereof is enjoined, METATOMIX shall, at its expense and option do one of the following things: (1) procure for COUNTY the right to use as described in this Agreement the Program Products or the affected part thereof; (2) replace the Program Products or affected part with a non-infringing program of equivalent functionality; (3) modify the Program Products or affected part to make it non-infringing; or (4) if none of the foregoing remedies are commercially feasible, demand the destruction or return from COUNTY of any copies of the Program Products in its possession or control. METATOMIX shall have no obligations under this Agreement in the event such claim of infringement or such infringement is based in whole or in part upon (A) modifications to the Program Products by someone other than METATOMIX if such infringement would have been avoided by the absence of such modifications, (B) the use or distribution of any version of the Program Products other than a current, unaltered release; (C) the combination, operation or use of the Program Products with software which was not provided by METATOMIX if such infringement would have been avoided by the absence of such combination, operation or use or (D) the use of the Program Products in a manner not authorized by this Agreement. THE FOREGOING STATES THE ENTIRE OBLIGATION OF METATOMIX WITH RESPECT TO CLAIMS OF INFRINGEMENT OF ANY KIND.

Limitation of Liability. METATOMIX's liability arising out of or in connection with the Program Products or this Agreement, shall not exceed the amounts paid to METATOMIX by COUNTY hereunder. IN NO EVENT SHALL METATOMIX BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR COVER DAMAGES, INCLUDING, WITHOUT IMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE PROGRAM PRODUCTS OR METATOMIX'S PERFORMANCE OF SERVICES OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT OR THE PROGRAM PRODUCTS, WHETHER OR NOT METATOMIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and METATOMIX each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor METATOMIX shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other except in the case of a sale of all or substantially all of their assets. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and METATOMIX.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

METATOMIX warrants that it presently has no interest and shall acquire no interest, either direct or indirect,

which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. METATOMIX further warrants that no person having any such conflict of interest shall be employed for said performance of services.

METATOMIX shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence METATOMIX'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that METATOMIX may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by METATOMIX. The COUNTY agrees to notify METATOMIX of its opinion by certified mail within thirty (30) days of receipt of notification by METATOMIX. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by METATOMIX, the COUNTY shall so state in the notification and METATOMIX shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by METATOMIX under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

METATOMIX shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of METATOMIX or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon METATOMIX'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if METATOMIX'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

METATOMIX shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. METATOMIX further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

METATOMIX shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract to the extent that any such documents and/or materials are required to be delivered hereunder.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by METATOMIX and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. The parties agree, both during the term of this license and for a period ending three (3) years after termination of this Agreement and of all licenses granted hereunder, to the extent permitted by law, to hold each other's Proprietary and Confidential Information in confidence. Each party agrees not to make the other's Proprietary or Confidential Information available in any form to any third party or to use the other's Proprietary or Confidential Information for any purpose other than the implementation of, or authorized by, this Agreement. Each party agrees to take all reasonable steps to ensure that its employees or agents do not disclose or distribute the other's Proprietary or Confidential Information in violation of the provisions of this Agreement. Except for METATOMIX'S pre-existing intellectual property and the Program Products, all drawings, maps,

sketches, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

METATOMIX is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to METATOMIX'S sole direction, supervision, and control. METATOMIX shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the METATOMIX'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

METATOMIX does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

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

#### **ARTICLE 20 - ACCESS AND AUDITS**

METATOMIX shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion or termination of this Contract. The COUNTY shall have reasonable access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at METATOMIX'S place of business, provided that such access is not disruptive of METATOMIX's business.

## **ARTICLE 21 - NONDISCRIMINATION**

METATOMIX warrants that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

METATOMIX hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, METATOMIX certifies that it, its affiliates, suppliers, subcontractors and METATOMIX's who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by Metatomix of the COUNTY'S notification of a contemplated change, the Metatomix shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the Metatomix's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, Metatomix shall suspend work on that portion, or the whole, of the Scope of Work whichever is affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the Director of ISS is authorized to approve individual Changes of up to a cumulative total of \$25,000; Changes above those amounts must be approved and executed on behalf of the Board of County Commissioners. Metatomix shall not commence work on any such change until written authorization is signed by Metatomix and the COUNTY.

In the event that COUNTY requests a change, COUNTY will give Metatomix written notice, which notice will describe in reasonable detail the requested change. Within five (5) days after the date of such notice, Metatomix will give COUNTY a responsive written notice, which notice will inform COUNTY as to the effect of making the proposed Change on the pricing and functional specifications for, and schedule for completion of the Services. In the event that Metatomix suggests a change, it will give COUNTY written notice, which notice will describe in detail the Change suggested, and include any proposed adjustment in pricing or schedule. Within five (5) days after delivery to COUNTY of any Change Estimate, the parties will reach an agreement in writing regarding the proposed Change. The parties' representative will use reasonable efforts to finalize the proposed Change and its effect within ten (10) days from the delivery of any Change Estimate, for submission to

their respected management for approval. Unless authorized as provided above, Metatomix will continue performance in accordance with the applicable contract term and specifications unless such proposed Change affects the portion of the Scope of Work which Metatomix is currently working on.

At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to a proposed change or other Contract matter through the informal means described in this section. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

#### **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael Pinkney, Project Manager  
301 North Olive Avenue  
West Palm Beach, Florida 33401

With copies to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

and

Director of Finance and Administration  
Information Systems Services Department  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to METATOMIX, notices shall be addressed to:

Metatomix, Inc.  
404 Wyman Street  
Suite 320, Waltham, MA 02451  
Attn: Vice President, General Counsel

#### **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT AND DOCUMENT PRECEDENCE**

The COUNTY and METATOMIX agree that this Contract and all exhibits set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. In case of any conflict, inconsistency or ambiguity, the order of precedence shall be first this Contract, then any Exhibits hereto and finally any Attachments to those Exhibits. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by

the parties hereto in accordance with Article 25- Modifications of Work.

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

METATOMIX shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if METATOMIX'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. METATOMIX acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, METATOMIX shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - ESCROW OF SOURCE CODE**

Both parties acknowledge that, for business or other reasons, Metatomix or its successor could cease to support the licensed/ copyrighted software products being purchased by the County under this contract. Should that occur, Metatomix or its successor agrees to notify the county of its intent, and, where appropriate, work with the County to establish a Software Escrow Agreement providing for the County's continued use of the software.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and METATOMIX has hereunto set its hand the day and year above written.

R2004 2414

METATOMIX

By: *Robert F. Angelo*  
ROBERT F. ANGELO, CEO  
(Printed Name and Title of Signatory)

COUNTY

By: *Tony Masilotti*  
Tony Masilotti  
Chair NOV 16 2004

ATTEST:  
Dorothy H. Wilken, Clerk

By: *Linda C. Beckwith*  
Linda C. Beckwith  
Deputy Clerk



Approved as to Form and Legal Sufficiency

By: *Paul F. [Signature]*  
Paul F. [Signature]  
County Attorney

Approved as to Terms and Conditions

By: *Steve Bordelon*  
Steve Bordelon  
ISS Director

**Exhibit A**

**Palm Beach Inquiry  
System Project**

**Statement of Work**

**Prepared for**

**Palm Beach County Information System Services**

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## Introduction

This document serves as a Statement of Work to the CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES, SOFTWARE LICENSING AND MAINTENANCE, dated as of November --, 2004 (the "Agreement"), by and between Metatomix, Inc. ("Metatomix"), and Palm Beach County ("Customer" or "PBC"), which is hereby incorporated by reference.

The parties acknowledge and agree that they will simultaneously execute the Order Pricing Schedule which is dated November 16, 2004 which is incorporated herein by reference and accompanies this Statement of Work.

## Objective

Metatomix shall design and implement Phase One (I) of the Palm Beach Inquiry System (PBIS) solution to provide an efficient, effectively administered and technology-enabled inquiry system for Palm Beach County judiciary and law enforcement personnel. The system will provide law enforcement information in a concise manner from various state and local agency systems. In addition, it will provide the participating law enforcement agencies with the ability to share data among themselves.

Palm Beach County will be interchangeably referred to as "the County" for the remainder of this document.

The County will use the Metatomix Real Time SMARTE Suite to streamline data access and to reconcile / consolidate information from different state/local law enforcement agencies. The products that comprise the Metatomix Real-Time SMARTE Suite include: the Metatomix Visibility Dashboard version 3.0, the Metatomix Hologram Store version 3.0 and the Metatomix Interchange Platform version 3.01.

### *Project Goals and Objectives*

- Provide users with information from various data sources, including Palm Beach County law enforcement agency records management systems (RMS) and Clerk of Court criminal systems. In addition, the State of Florida Department of Law Enforcement, Department of Corrections and Department of Highway Safety and Motor Vehicles will be accessed through the Florida Supreme Court Justice Inquiry System.
- Electronic connection and retrieval from one or more of the law enforcement data sources associated with user defined queries.
- Streamline data access for users.
- Facilitate single queries against multiple data sources for users.
- Deliver cross-referencing routines that meet user-defined naming standards
- Convert data to information with the ability to access that information in real time.
- Provide access to the County's geographic information system.
- Facilitate law enforcement cooperative efforts through electronic data sharing
- Consolidate and reconcile to the extent possible, appropriate data records from disparate sources.

For Phase I of the PBIS project, Metatomix agrees to make connections to ten agencies/sites/systems. Connection to the below mentioned agencies/sites/systems will be made for Phase I:

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1. West Palm Beach RMS
2. Boca Raton RMS
3. Delray Beach RMS
4. Palm Beach Gardens RMS
5. Juno Beach RMS
6. Palm Beach County Sheriff's Office RMS
7. Palm Beach County Sheriff's Office PALMS system
8. Palm Beach County Sheriff's Office Jail / Booking system
9. Palm Beach County Criminal Court System
10. Florida Supreme Court Justice Inquiry System

Each of the above listed sites/systems will use one data connection to connect to the PBIS system. The COUNTY reserves the right to modify the above roster, i.e., make a change to which agencies/sites/systems will be connected, with notification to Metatomix prior to the Installation portion of the Services Breakdown, provided that any such change shall not negatively impact the payment schedule as set forth between the parties.

The services offered by Metatomix can be broken down as below:

- Architecture and Design
- Interchange Platform Implementation
- Dashboard Development
- Installation
- QA/Test
- Program Management

Below is an explanation of each of these phases in more detail.

#### Architecture and Design:

This is the first phase of any project. During this Phase, a lot of interaction takes place between the Client and the Metatomix Project Team. As part of this phase, client meetings are scheduled and conducted to review the signed Statement of Work (SOW) and lay down some basic framework for the Project, requirements and technicalities. The objective of this phase is to completely understand the current Environment and the desired Environment. In this phase the Solution/System will be architected and designed based on all Client requirements including taking into account the Client restrictions and Technical restrictions as well. A Technical Design document will also be produced which translates the Functional Requirements to System Design describing Data definitions, Data interchanges, data transformation, User presentation, etc

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Metatomix resources typically used in this phase are the Project Manager, Project Lead, an Architect and a Senior Metatomix Engineer and quite possibly some Subject Matter Experts. This is in addition to the Client IT and Business Unit personnel.

#### **Interchange Platform Implementation:**

This is the Development Phase and follows the Analysis Phase. During this phase the main crux of the System/Solution is defined and built based on the signed Functional Requirements. The Interchange Platform is the central module in any Metatomix solution. Its functions are a) Receive data from different sources, b) Transform/translate from the Source end point system to the Destination end point system, c) Create and manage rules on data exchanges and lastly d) Additional logic incorporating Business rules and processes.

Metatomix resources typically used in this phase are the Project Lead, a Senior Engineer, and an Interchange Engineer.

#### **Dashboard Development:**

This is also part of the Development phase. In this phase, the User Interface (UI) is designed and built to client specifications based on signed Functional Requirements.

Metatomix resources used in this phase are The Project Lead and a Dashboard Engineer.

#### **Installation:**

This is the Client Installation/Deployment phase. During this phase the pilot system is installed for initial end user testing and feedback. After incorporating all critical and agreed system feedback points, this phase is also used to deploy the complete solution at multiple Client locations.

Metatomix resources typically used are the Project Lead and the Deployment Engineers

#### **QA Test:**

This is the QA phase. All unit testing, system testing and end user testing are done in this phase. Typical Metatomix resources used here are QA engineers, Project Manager, Project Lead.

#### **Program Management:**

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This is the Project Management phase. This phase runs for the entire duration of the project. This phase is used by the Project Manager to solidify requirements, create/deliver a Functional Requirements doc, create project plans, define tasks, lead the internal Metatomix Project team on all tasks to deliver the right solution, within budget and on time to the client.

The Metatomix resource would be a dedicated Project Manager.

In addition, every successful project will also require a Client Project Manager/Project Lead.

## Project Stages

Metatomix shall perform its project work as outlined immediately below and further detailed in this Exhibit.

- **Stage I: Project Initiation**
  - Task 1: Project Startup
  - Task 2: Joint Application Development (JAD) Session(s)
  - Task 3: Project Management
  - Task 4: Host Site Infrastructure Installation and Setup
- **Stage II: Requirements Analysis**
  - Task 1: Data Source Interface Requirements
  - Task 2: Functional Requirements
- **Stage III: Design (Solution Architecture)**
  - Task 1: Web Application Design
  - Task 2: Security Design
  - Task 3: Interface Design(s)
- **Stage IV: Development and Test**
  - Task 1: Development and Unit Test
  - Task 2: Integration and System Testing
  - Task 3: User Acceptance Testing
- **Stage V: Training**
  - Task 1: Training
- **Stage VI: Ongoing Support**
  - Task 1: Maintenance and support

## ***Stage Details***

Metatomix shall perform the following work during the various stages for PBIS, which will be a system that interfaces with various state agencies and local databases. This data will be displayed in a specific format to the end user.

### **Stage I – Project Initiation**

#### ***Project Startup***

Metatomix shall perform tasks required to initiate and establish PBIS. The Startup activities shall include:

- Assemble and establish the project team
- Initiate staff background checks as required
- Validate Project goals and timelines – project requirements validation
- Discuss and agree on project roles and responsibilities of participating organizations and stakeholders
- Define joint project team control and communication approach
- Initial Data Request to participating Agencies and groups

#### ***Project Management***

To support the project, Metatomix and the County shall each provide a full-time project manager. Each project manager's responsibilities shall include, but not be limited to:

- Project plan development and management
- Resource allocation
- Communication on progress of the project
  - Weekly Status Report
  - Issues List Management
- Invoice/Expense management
- Project control and administrative activities

#### ***Infrastructure Installation and Setup***

The County will provide the infrastructure for the PBIS System to support the required level of users' access to the PBIS System. This includes, but is not limited to:

- Server room/data center facility for PBIS hardware
- Adequate server space for software installation
- Server mounting facility

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- Valid search parameter values,
- Development of business rules for data reconciliation and consolidation,
- Expected data elements to be returned in the results set,
- Inclusion of data element standards for query and display,
- Presentation and organization of the results set(s),
- Development of a distributed user administration interface, and
- The priorities for implementation of requirements.

The County shall coordinate with the judicial/law enforcement agency points of contact to schedule the resources required to accomplish this task on an as-needed basis. Metatomix shall work with the County to identify the appropriate points of contact and determine the appropriate time frames for meetings.

Metatomix will require its employees to protect and secure all agency information during and after the PBIS project.

As the requirements are defined, Metatomix shall document them in an electronic form to ensure all requirements have been completed. Modifications to the baseline requirements shall be tracked. During subsequent stages of the project, requirements shall be tracked as they are:

- Allocated to design components (functional module) to verify that the requirements are included in the development process, and
- Allocated to test scenarios/scripts to verify that the requirements are successfully implemented.

### *JAD Session*

Metatomix will hold JAD sessions with users of the live prototype system to adjust the dashboard to meet the end users needs. As a result of this JAD session, a list of these modifications will be established and will be prioritized by the County and agreed upon by the County and Metatomix in writing.

Upon conclusion of the JAD session, a detailed requirements specification will be drafted by the parties reflecting changes discussed during the JAD session. This will serve as the final requirements list for any Dashboard change. Configuration and modification will be performed by Metatomix based on this list. Any additional Dashboard changes will be requested via a Project Change Request.

## Stage III – Design (Solution Architecture)

The County shall coordinate with the judicial/law enforcement points of contact and appropriate members of their own internal staff to schedule the resources required to accomplish this stage on an as-needed basis to verify and validate the design.

The County shall coordinate with the points of contact involved in the design stage to obtain their commitment to review, comment on, and approve the design tasks.

### *Dashboard Design*

Metatomix shall design the Dashboard application (user interface) based on the requirements defined in Stage II of the project. The design shall encompass the web screen contents and layout, the allocation of functional requirements and associated business rules to the screens, and navigation flow through the screens. These will be determined during the JAD session.

### *Security Design*

Metatomix shall design the security component based on the requirements identified by the County and Metatomix. The design shall encompass user authentication and authorization within the PBIS system, assignment of roles to users, and system privileges associated with the user roles.

The deliverable from this stage and task is the Security Detailed Design component of the System Documentation. This will not only define the technical security components, but also the roles and groups that will serve to define which users can access which data sources. It will be the County's responsibility to ensure that it is clear and well defined in advance of user rollout. Metatomix will be responsible for implementation of the defined user roles, which will be accomplished using Active Directory.

### *Interface Design(s)*

Metatomix shall design the interface components based on the requirements defined in Stage II for each Agency data source. The interface design shall include the design for connecting to the data source, the data accessed at a particular data source, and the mapping of the source data elements to the PBIS rules engine. An Interface Specification Document template will be completed by Metatomix for use by the County in acquiring the data source information.

### *Active Directory*

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Metatomix will provide a user-friendly Administrative interface to extend the administration rights and responsibilities to the user agencies to the MS Active Directory server that will serve as the central user directory and authentication mechanism. The County or their designee will be responsible for defining and inputting each user via the User Administration Dashboard.

## Stage IV – Development and Test

### *Development and Unit Testing*

Metatomix shall configure the system software based on the design established in Stage III of the project. As software configuration occurs, Metatomix shall test that unit of software prior to integration testing.

### *Integration and System Testing*

Metatomix shall test the integration of software components and shall perform system testing in accordance with the approved Test Plan. The Test Plan will be created in conjunction with the functional requirements. Metatomix shall perform integration and system testing of software builds prior to the release of the software to the user community. Metatomix shall document results of system testing and provide to the County. To the extent permitted by Florida public records law, the County shall maintain such results as Confidential Information of Metatomix and shall not disclose such results to any third party. In the event that such results are required to be disclosed under Florida public records law, the County shall promptly notify Metatomix in order to allow Metatomix to seek protection of the results.

The County shall coordinate with the agencies that own the data source(s) being tested to establish a test environment so that integration and system testing do not impact the operational environment beyond a level acceptable to the agency. It is the responsibility of the County to provide access to these Agency data sources for appropriate testing, as well as the personnel at the Agencies, as troubleshooting steps are undertaken. To the extent permitted by Florida public records law, the County shall maintain such results as Confidential Information of Metatomix and shall not disclose such results to any third party. In the event that such results are required to be disclosed under Florida public records law, the County shall promptly notify Metatomix in order to allow Metatomix to seek protection of the results.

### *User Acceptance Testing*

Metatomix shall support user acceptance testing. The County shall coordinate with the judicial/law enforcement points of contact and appropriate members of their own internal staff to schedule the resources required to accomplish this task on an as-needed basis to verify and validate implementation of the approved requirements.

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The County shall coordinate with the points of contact involved in the testing process to obtain their commitment to test and approve the deliverables associated with the development and test stage, and particularly the user acceptance testing task.

The County Project Manager or designee will sign off on acceptance of each data source within 30 days of Metatomix's delivery to the County for User Acceptance Testing ("UAT"). This testing will include the independent testing of the individual data source and full integration testing of that data source with all previously installed data sources. If the County notifies Metatomix of unresolved issues or problems with data sources, Metatomix will address or correct those issues or problems within 15 days of such notification. The 30-day full acceptance-testing period will begin again on the date Metatomix notifies the County of its address or correction of identified issues or problems.

## Stage V – Training

Metatomix shall develop and conduct sufficient training to staff to allow them to train the end users. At a minimum, the Training Plan and associated training shall include the following activities:

- Jointly develop and deliver a PBIS Training Script with the County Project Manager and staff
- Conduct on-site train-the-trainer sessions
- Conduct on-site Administrator training sessions
- Conduct on-site Development training sessions

Metatomix shall develop a Training Plan documenting the approach for meeting PBIS training requirements and provide written training materials to support the training delivery. The Training Plan shall document the process for training needs assessment, training material development, and establishing a "train-the-trainer" capability in support of PBIS implementation. Such plan will include a chronology of skills transfer requirements through/from development, system administration, and end user training.

### *Metatomix Product Suite Overview - Topics include:*

- Hologram Store
- Interchange Platform architecture
- Visibility Dashboards
- Components
- Demonstration

### *Metatomix Product Suite Installation - Topics include:*

- Hardware Requirements
- Metatomix Software

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- Supporting Components

***Metatomix Product Suite Configuration - Topics include:***

- Setting up Accounts
- Security
- Loading Objects
- Configuring Agents
- Backup/Restore Functionality
- System Administration

***Metatomix Component Development - Topics include:***

- API
- Resource Development Kit (RDK)

The training approach shall address the necessary training time and materials to support the use, operations, administration and subsequent product development of the PBIS delivery. To minimize travel time and expense, Metatomix shall make maximum use of available video conferencing facilities for train-the-trainer delivery.

## Stage VI – Support

Metatomix shall provide support in accordance with Exhibit C – Support and Maintenance Agreement. First year's support and maintenance is included in the contract price and shall begin at the date of final product acceptance or use in production, whichever occurs first.

## Project Implementation

### ***Approach***

### ***Methodology***

Metatomix follows a rigorous process during the implementation of our software to ensure a client's system is delivered on time, on budget, and meets the expectations of our client. Because of this, Metatomix provides each of our clients with a dedicated project team consisting of a project manager, technical lead, as well as the appropriately staffed technical team to ensure on time delivery. Each Metatomix project team is a service-driven, task-oriented organization using a well-tested project management methodology that is rigorously applied to each project we manage.

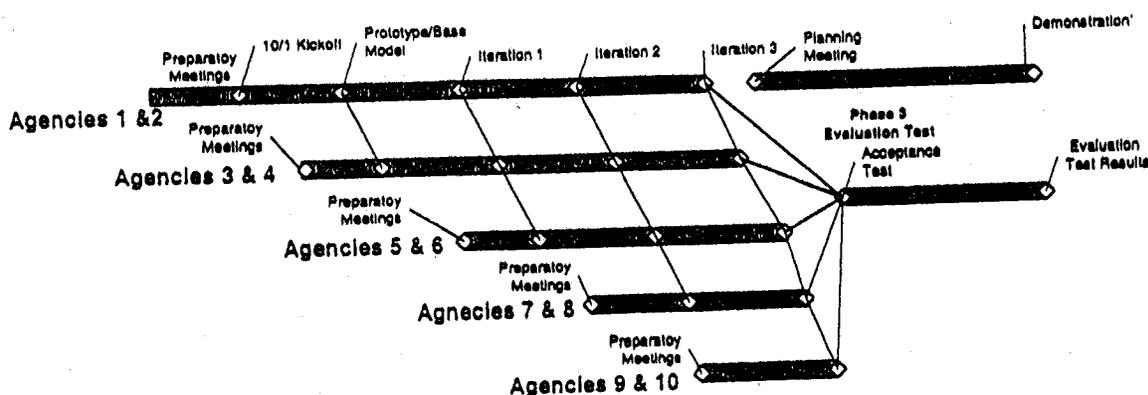
To meet the PBC project objectives, the project will be implemented in phases. Each phase will involve implementation to two agency data sources going online.

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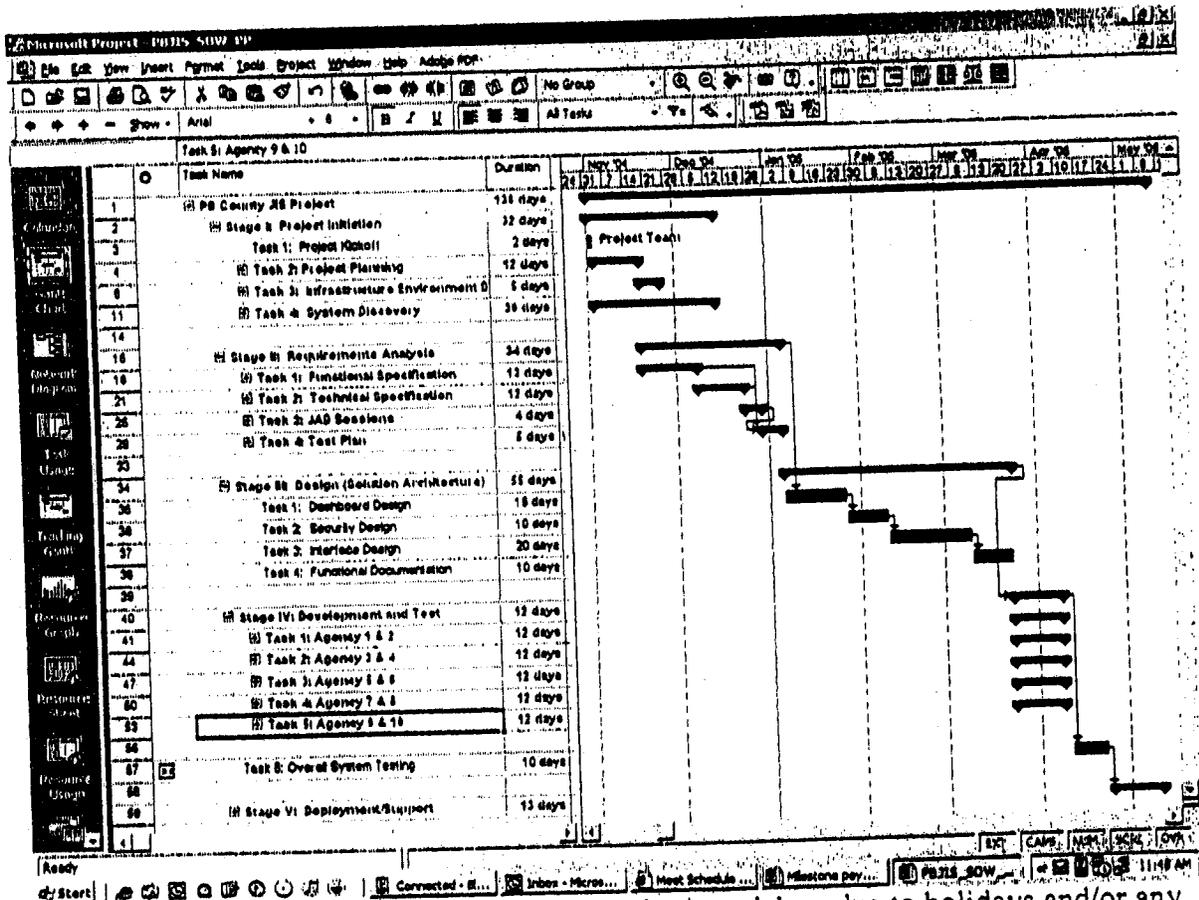
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The five phases meet the PBC goals and provide a framework for a rapid iteration approach to development in which functionality is deployed as it becomes available. The overall approach is to install the base system at Palm Beach County. Once the dashboard as modified in the Interchange Platform Implementation and Dashboard Development phases is installed, the first two agencies will be deployed online. The next set of two agencies will follow after the first two are deployed. While the next two agencies are being deployed, any needed additional functionality will be developed and installed as needed at the first two agencies as well as any adjustments (defined as within scope fixes or tunings – scope changes fall under change management procedures discussed below) based on feedback from the deployment. This next iteration will then serve as the reference for deployment to the next deployment as well as any enhancements to the previous deployment(s) in all phases. This process will continue until all ten agencies are online.

Refinement of this methodology and the associated timeline will be finalized in the Project Initiation stage.



# Project Timeline



\*\*Project timeline attempts to assume potential minor delays due to holidays and/or any unforeseen circumstances.

## Project Organization

### Staffing Chart

To deliver the most effective solution we plan to create a team that blends our best people with key staff from the development and deployment sites and add access to the right outside experts and organizations. Communication and collaboration are critical to this effort and are an integral part of our solution.

Our teams provide a unique mix of justice information and public safety expertise and technology capabilities. We will involve PBC supplied specialists, as well as our project management. Team Metatomix project methodology requires working closely with your key staff and leadership.

ROLE	RESPONSIBILITIES	SKILLS
Project Manager	Accountable for defining detailed solution requirements with the client, the successful completion of the project—on time and on budget and for ensuring customer satisfaction.	Metatomix system delivery methodology, business process and requirements definition, schedule and resource management, comprehensive client communications
Technical Lead	Technical lead accountable for the successful development of the Metatomix solution. Manages the development process	Translating requirements into technical deliverables, technical architecture, hardware and network architecture, schedule and resource management
Business Analyst	Translate the functional requirements into system specifications	Software Development / Database Design Systems analysis Requirements Gathering
Subject Matter Expert	Business Requirements Gathering Definition and approval of business rules, process.	Subject matter expertise, communication, and collaboration.
Developer / Engineer	Completes configuration and customization tasks at the direction of the lead developer. Also tests the customer application in accordance with the Functional and Technical Specifications.	Knowledge of hardware and/or software being used for development
Architect	Develops technical specification and documents the details for any customer-specific enhancements, interfaces, and customizations.	Experience in system and application design and database access methods. Knowledge of hardware and/or software being used for development
Support Engineer	Provide feedback, trouble-	Knowledge of hardware and/or

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ROLE	RESPONSIBILITIES	SKILLS
	shooting, and problem resolution to customer after application is in production.	software used for development Problem solving Communication skills
DBA / Application Expert	Communicating and explaining the data store model and interface method. Fully supporting the development and testing of the integration of the data store(s) with the solution	Data store and application expertise and experience
Sys Admin (Systems Administrator)	Provides for the successful and efficient installation of hardware and/or software into the existing technical environment. Fully supports the development, deployment, and testing efforts.	System installation and configuration. Problem solving and issue resolution
Network Specialist	Insure timely connectivity to any existing network or communication channel Actively assist with the development, installation, and/or testing of any additional needed communication capabilities	Network and communication channel configuration and management
Users	To provide feedback on Visibility Dashboard (user interface) iterations concerning their processes (current and needed), requisite information to accomplish their tasks, the affordances, and other usability issues.	Day-to-day experience with the processes and/or information being automated and/or extended in the system being developed.
Designer	Provide a high usability, actionable Visibility Dashboard (user interface) Create iterations of the Visibility Dashboard (user interface). Conduct usability review sessions with users	Usability and user-centered design Facilitation Communication Dashboard (user interface) design
Test / QA	Insuring that the solution meets or exceeds all requirements Create test plans Execute unit and systems tests Coordinate and execute acceptance test Document all tests	Test plan and test creation Test execution Collaboration Documentation
Trainer/Trainees	To insure that users of the solution can efficiently use it and how to get additional assistance if needed. To train the trainers who in turn train other trainer/users	Communication and 'teaching' skills

**Resources**

The following table identifies the required resources by role from each of the participating entities.

Role	FSCJIS	PBCSO BS	WPBRM S	BRRM S	DERMS	PBGRM S	PBC	JBRM S	MTX	PBCSORM S	PBCSO PS	PBC CS
Project Manager									X			
Project Lead / Lead Engineer							X		X			
Subject Matter Experts							X					
Business Analyst									X			
DBA/Application Expert	X	X	X	X	X	X	X	X	X	X	X	X
Sys admin	X	X	X	X	X	X	X	X	X	X	X	X
Network specialist	X	X	X	X	X	X	X	X	X	X	X	X
User Coord							X		X			
Architect									X			
Designer									X			
Developer									X			
Test/QA									X			
Trainer/Trainers							X		X			
Support Engineer									X			

The following table provides an overview of the activities and responsibilities that the Metatomix project team and the client project team will share to ensure a successful implementation of Metatomix' software suite.

Phase	Activity	Responsibility	
Plan	Alignment Call	Metatomix	Client
	Schedule Interviews		Client
	Kick-off	Metatomix	Client
	Set up Development Environment	Metatomix	
Define	Requirements Analysis	Metatomix	Client
	Develop Functional Spec	Metatomix	
	Develop Technical Spec	Metatomix	
	Create Project Plan	Metatomix	
	Deliver Functional Spec	Metatomix	
	Approve Functional Spec		Client

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	Provide Sample Data		Client
Develop	Install Metatomix System	Metatomix	Client
	Configure System	Metatomix	
Develop	Set up Production Environment as defined in Appendix B: Hardware and Platform Requirements for Production Environment	Metatomix	Client
	Test Interfaces	Metatomix	
	Tes/QA	Metatomix	
	Fix bugs	Metatomix	Client
	Provide Import Data	Metatomix	
	System Integration Testing	Metatomix	
Deploy	Import Production Data		
	User Acceptance Testing	Metatomix	Client
	Incorporate changes from UAT review	Metatomix	
	Train System Administrator and Core Trainers	Metatomix	Client
	Train End Users	Metatomix	
	Deliver Production System	Metatomix	
	Go-Live Support	Metatomix	Client
Transition to Support	Metatomix		

### General Metatomix Responsibilities

- Metatomix will schedule the work defined in this SOW as mutually agreed to by the County and Metatomix.
- Metatomix will assign qualified staff to perform Metatomix responsibilities stated in this SOW.
- Metatomix will use commercially reasonable efforts to maintain the same personnel throughout the duration of the project.
- Metatomix will provide resumes on Key Metatomix employees assigned to this project for approval by the County Project Manager prior to the beginning of work.
- Metatomix will provide a list of staffing and skill sets required for the Palm Beach County project team members.
- Metatomix will confirm prior to the commencement of work on a new source, that proper permissions to include the source in the system have been obtained. These permissions include, but are not limited to, permission to run (possibly constrained) queries to investigate returns and to test the new data-sharing configuration.

- Metatomix will monitor and verbally report progress to the County once weekly during the term of this SOW.
- Metatomix will provide weekly written status reports relative to project milestones and deliverables to the County as set forth in the SOW.
- Metatomix will work in cooperation with County Project Manager.
- Metatomix will develop a questionnaire that will identify the data sources platform, hardware, security, etc. to make the appropriate connection to that source.

### General County Responsibilities

- The County will assign a full-time project manager to act as a single point of contact to coordinate state and stakeholder participation and responsibility.
- The County will provide qualified personnel during the implementation as required by the SOW.
- The County will adequately staff its facility to accomplish the objectives of the Agreement and participate in various project activities.
- The County will maintain the hardware and network resources at the level of performance and readiness reasonably necessary to minimize disruption to the project environment. Metatomix is not responsible for consulting time or cost associated with system downtime, provided that it is not caused by any act or omission of Metatomix.
- The County will obtain from each respective Agency a read-only userid/password or other authorization information prior to commencement of work on a new data source. County must ensure that Metatomix obtains proper permissions to execute sample queries, so long as sample queries do not unreasonably interfere with normal system operations and use.
- The County will provide, Metatomix with a completed interface specification document, thus defining the data element structure and protocol connectivity of the data source prior to commencement of work on a new data source.
- The County will use good faith efforts to maintain consistency with the project team throughout the duration of the project. The County understands that any changes in the project team may impact project timeline.

- The County will coordinate with participating agencies to facilitate appropriate representation at technical and management meeting and work sessions as required in support of the approved project plan.
- The County will provide temporary workspace and reasonable access to the necessary facilities and equipment as required to fulfill this SOW during normal business hours (M-F 8AM-5PM). The County will also provide reasonable access to all necessary facilities and equipment during the project after normal business hours, as may be planned or additionally requested by Metatomix to fulfill this SOW. Notice for such access must be provided to the County at least four (4) hours before the end of the normal business day that such access is needed. If less than four (4) hours notice is provided however, the County will make reasonable efforts to accommodate the request for access. Metatomix will not request more than one week of after hours access to the facilities and equipment at a time. It is understood by both parties that at times the facilities or equipment may be unavailable for use for such circumstances such as system backups or building maintenance. In addition, the County will make reasonable efforts to physically locate appropriate key Metatomix employees close to the County project staff.
- The County will provide or validate TCP/IP socket connections between the Metatomix server and the agency system that will be integrated as part of the project. The County will also provide or validate TCP/IP connections between the users (who need to access the end point agency systems) and the Metatomix server.
- The County will ensure that access is available to the development and test environment prior to commencement of work.
- The County will review, comment, and approve deliverables in the timeframe outlined in this SOW.
- The County will participate in planning, review, feedback and formal approval sessions in each and every task where it is required.
- The County will provide reasonable access as deemed necessary and allowable by the County, to the County's existing hardware architecture to allow Metatomix to install, configure, and maintain the solution.
- The County will host the system as well as provide the network connectivity.
- The County Project Manager or designee will meet with the Metatomix Project Manager weekly to discuss project status.

## Services Methodology

The project shall be performed based on the following methodology:

- Project issues will be resolved in a timely manner through an escalation process involving the Project Managers. Failure to resolve issues within one workday may have an impact on project costs and/or schedules. The parties will notify each other of any events that may adversely impact Metatomix' ability to perform its obligations under this Agreement.
- Any changes to the scope of the project by either party will require written approval by Metatomix and Palm Beach County.
- Metatomix personnel are not authorized to provide verbal estimates for any change of scope of services. The project manager is authorized to provide such estimates.

Any modifications to this contract must be in writing.

## Appendix A: Abbreviations

The following abbreviations are used within this Statement of Work:

PBC	Palm Beach County
PBIS	Palm Beach Inquiry System
WPBRMS	West Palm Beach RMS
BRRMS	Boca Raton RMS
DBRMS	Delray Beach RMS
PBGRMS	Palm Beach Gardens RMS
JBRMS	Juno Beach RMS
PBCSORMS	Palm Beach County Sheriff's Office RMS
PBCSOPS	Palm Beach County Sheriff's Office PALMS system
PBCSOBS	Palm Beach County Sheriff's Office Jail / Booking system
PBCCCS	Palm Beach County Criminal Court System
FSCJIS	Florida Supreme Court Justice Inquiry System

## **Appendix B: STANDARD HARDWARE CONFIGURATION FOR SMARTE SUITE**

The Metatomix platform is a heterogeneous platform which can support a wide set of hardware and software platforms. Because most operating systems today support a J2EE runtime, the Metatomix platform can run on many platforms including Microsoft Windows and Sun Solaris/Linux.

A minimum configuration for the Metatomix platform is:

- Dual processor machine preferably 2.4 Xeon or higher
- 4 GB RAM
- 4 SCSI Hard Drives (150 GB each) in RAID configuration
- SCSI RAID-5 Controller
- 24X CDROM
- Floppy Disk Drive (Optional)
- Dual 100MB Fast Ethernet Controller
- Keyboard
- Mouse
- Windows 2000 Server

The County is not required to adhere to the above configuration as a requirement of this contract but is required to keep Metatomix informed of its configuration at all times during this project.

The METATOMIX software is written using Java for platform and operating system independence. Metatomix supports many operating systems/ platforms, including Microsoft Windows NT/2000/XP and Linux Operating Systems.

The Metatomix SMARTe Suite supports SQL Server, DB2, and Oracle.

Metatomix uses many of these Open Standards including:

- eXtensible Markup Language (XML),
- Resource Description Framework (RDF)
- XSL Transformations (XSLT)
- Xquery,
- Hypertext Transport Protocol (HTTP/S)
- Hypertext Markup Language (HTML)
- Web Services, Universal Description Discovery Integration (UDDI)
- TCP/IP
- JDBC
- Secure Sockets Layer (SSL)
- Java
- Java Messaging Service (JMS).

**EXHIBIT B****SOFTWARE LICENSE AND SERVICES AGREEMENT****SECTION 1. DEFINITIONS**

"Order Pricing Schedule" shall mean a written order for Program Products or services that is made by Customer and accepted by METATOMIX.

"Documentation" applicable to the Program Products shall mean the instructional and operational manuals that METATOMIX generally includes with the Program Products and METATOMIX delivers to COUNTY.

"Program Products" shall mean METATOMIX's software which is specified in an Order Pricing Schedule, in machine readable object code, and all Updates thereof furnished to COUNTY hereunder.

"Proprietary Material" shall mean information, in whatever form, received by one party from another which is identified in writing as being proprietary or confidential at the time of disclosure or is received under circumstances reasonably interpreted as imposing an obligation of confidentiality; excluding information to the extent (a) it is or becomes a part of the public domain through no act or omission of the receiving party; or (b) it was in the receiving party's lawful possession prior to the disclosure and not subject to confidentiality; and (c) it is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) it is shown to be independently developed by the receiving party.

"Updates" shall mean error corrections, modifications, and updates of the Program Products that METATOMIX generally furnishes to its customers who have purchased technical support under the Support and Maintenance Agreement.

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**SECTION 2. SOFTWARE LICENSE**

**2.1 License to Use.** With respect to the Software procured by the COUNTY under this Agreement and set forth in the Order Pricing Schedule ("Program Products"), METATOMIX hereby grants to COUNTY a non-exclusive, fully paid, perpetual non-transferable (other than to an agency in the State of Florida) license to use the Program Products in accordance with the applicable Documentation solely for the purpose of internal data processing which does not include the right to distribute or sublicense Program Products, to modify, enhance, translate or create any works derivative of the Program Products, or to permit any other person to have access to the Program Products by any means. This license is limited to the total number of Service Interfaces procured by the COUNTY and set forth in an Order Pricing Schedule. For purposes of this Agreement, one (1) "Service Interface" is necessary to connect one (1) data source to the Metatomix platform. METATOMIX also grants to COUNTY the right to possess, photocopy, print and refer to the Documentation in accordance with this Agreement, but only to the extent necessary to support COUNTY's own permitted use of the Program Products.

**2.2 Licensee Specific Applications.** Metatomix hereby grants, subject to Metatomix's underlying proprietary rights as set forth in this Agreement, to COUNTY the right to develop certain software applications specific to COUNTY's internal business ("Licensee Specific Applications"). Any Licensee Specific Application developed solely by COUNTY shall be the property of COUNTY. This Agreement imposes no other restriction upon the distribution of such Licensee Specific Applications, provided, that, COUNTY may not distribute copies of the Program Products, Metatomix Application Code or related documentation with the Licensee Specific Application(s). Each server on which a Licensee Specific

Application is to run must have installed on it a separately licensed copy of the Program Products.

To the extent that; (i) COUNTY desires to have Metatomix incorporate such Licensee Specific Applications into Metatomix's Products (and Metatomix agrees, in its sole discretion, to incorporate such Licensee Specific Applications), and/or (ii) COUNTY desires to receive any technical support and maintenance on the Licensee Specific Applications, COUNTY will promptly deliver to Metatomix the source and object code versions (including documentation) of such Licensee Specific Applications, and any updates or modifications thereto, and hereby grants Metatomix a perpetual, irrevocable, worldwide, fully-paid, royalty-free, exclusive, transferable license to reproduce, modify, use, perform, display, distribute and sublicense, directly and indirectly, through one or more tiers of sublicensees, such Licensee Specific Applications. Notwithstanding anything herein to the contrary, this license shall not allow Metatomix to distribute any Confidential Information of COUNTY to any third party.

To the extent that COUNTY does not desire to have Metatomix incorporate the Licensee Specific Applications into the Metatomix Products and/or does not promptly provide Metatomix with a copy of the source and object code of such Licensee Specific Applications, COUNTY hereby expressly agrees that it shall not be eligible to receive standard support & maintenance on the Licensee Specific Applications and that should it require technical support or assistance from Metatomix, that it will purchase same on a time and materials basis at Metatomix's then-current rates.

**2.3 Copying License.** METATOMIX hereby grants to COUNTY a license to make one copy of the Program Products solely for archival purposes and one copy of the Program Products for backup purposes, provided that all trademarks, copyrights, restricted rights and other proprietary notices are retained on Program Products and reproduced on copies made by COUNTY. Further, except as expressly set forth in the development license above, COUNTY is authorized to use a copy of the Program Products for purposes of testing, user interface modifications, training, redundancy and disaster recovery activities, regardless of whether such copies will reside on the production server or different servers.

**2.4 License Limitations.** COUNTY shall not decompile, disassemble, reverse engineer or otherwise attempt to access the Program Product source code. COUNTY shall not use Program Products for the purpose of commercial time-sharing, rental or operation of a service bureau or to develop a competing product. COUNTY is not restricted from entering into a cost sharing agreement with those entities providing or utilizing data.

**2.5 U.S. Government License.** If COUNTY is an agency or contractor of the U.S. Government, COUNTY acknowledges and agrees that the Program Products were developed entirely at private expense, the Program Products are in all respects proprietary data belonging to METATOMIX and its licensors, the Program Products are not in the public domain and the Program Products are Commercial Computer Software, as defined in sub-paragraph (a)(1) of DFAR 252.227-7014.

**2.6 Proprietary Rights.** By virtue of this Agreement, COUNTY acquires only the limited rights to use and copy the Program Products as set forth herein and does not acquire any other right to, or any ownership of, any Program Products or portion of the Program Products. All other right, title and interest in and to the Program Products is retained by METATOMIX and its licensors. All Program Products provided hereunder shall be deemed METATOMIX's Proprietary Material. COUNTY shall limit access to Program Products to its employees and agents whose responsibilities require such access and COUNTY agrees to instruct and obligate its employees and agents to fulfill COUNTY's obligations hereunder. COUNTY agrees to treat the Program Products as a valuable asset of METATOMIX and agrees that the Program Products shall not be used for any purpose other than to assist in the normal use of the Program Products as described in the Documentation and this Section 2.

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### SECTION 3. RIGHTS TO DEVELOPMENTS

**3.1 Rights to Developments.** This Agreement will govern COUNTY's use of any enhancements, data, and information provided by METATOMIX in the course of providing any technical, installation, training or

consulting services. Any ideas, know-how, techniques and software which may be developed by METATOMIX, including any enhancements or modifications made to the Program Products, shall be the sole property of METATOMIX. METATOMIX will incorporate all enhancements and modifications to the current version of the system into the future upgraded versions of the system at no cost to the COUNTY, provided COUNTY is current on a Support and Maintenance plan.

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#### **SECTION 4. WARRANTIES, DISCLAIMER OF WARRANTIES, INFRINGEMENT INDEMNITY AND LIMITATIONS ON LIABILITY**

**4.1 Program Products Warranty.** METATOMIX warrants that the physical media and the documentation will be free from defects in materials and workmanship under normal use for one year from the date of delivery to COUNTY. METATOMIX also warrants that the Program Products will be free from significant defects that prevent it from performing substantially in the manner described in the applicable user manual for a period of one year from the date of delivery to COUNTY. At METATOMIX's option, provided that any non-compliance with the above warranty is reported in writing to METATOMIX no more than one year following delivery to COUNTY, METATOMIX will (i) replace defective media or documentation, as the case may be, (ii) use reasonable efforts to correct significant defects in the Program Products without charge, or (iii) refund the license fee paid to METATOMIX for the applicable copy of the Program Products in exchange for termination of all licenses granted to COUNTY for such copy. Any replacement Program Products will be warranted for the remainder of the original warranty period or one year, whichever is longer.

THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PROGRAM PRODUCTS AND RELATED DOCUMENTATION.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, PROMISES OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE WARRANTY LANGUAGE ABOVE MAY NOT APPLY TO CUSTOMER. IN SUCH CASE, COMPANY'S LIABILITIES SHALL BE LIMITED BY THE PROVISION BELOW ENTITLED "LIMITATION ON LIABILITY."

**4.2 Limitations on Warranties.** METATOMIX shall have no liability under any of the warranties in this Section to anyone other than COUNTY or to the extent that: (a) COUNTY has failed to report in writing any non-conformity or defect claimed to be a breach of warranty within the warranty period; (b) the Program Products has been misused or exposed to environmental or operating conditions other than those specified by METATOMIX; (c) the Program Products has been damaged or altered by accident, neglect, misuse or other abuse; (d) the claimed defect has been caused, in whole or in part, by a person or persons other than METATOMIX or by or other products or equipment not manufactured or developed by METATOMIX; or (e) the claimed defect is in a version of the Program Products which has been superseded and does not appear in the superseding version.

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#### **SECTION 5. TERMINATION**

Upon termination of any license for a Program Product herein COUNTY will return to METATOMIX or destroy all copies of the applicable Program Products and METATOMIX proprietary material.

If a license granted expires or terminates, COUNTY shall (a) cease using the applicable Program Products, and (b) certify to METATOMIX within one month after termination that COUNTY has destroyed or has returned to METATOMIX all copies of the applicable Program Products and METATOMIX Proprietary

**Material.** This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials

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## **SECTION 6. GENERAL TERMS**

**6.1 Proprietary Material:** The parties agree, both during the term of this license and for a period ending three (3) years after termination of this Agreement and of all licenses granted hereunder, to hold each other's Proprietary Material in confidence. Each party agrees not to make the other's Proprietary Material available in any form to any third party or to use the other's Proprietary Material for any purpose other than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that its employees or agents do not disclose or distribute the other's Proprietary Material in violation of the provisions of this Agreement

**6.2 Export Administration.** COUNTY agrees that the Program Products and the direct product thereof shall not be exported from the USA, directly or indirectly, separately or as part of a system, without first obtaining all required licenses from the U.S. Department of Commerce and other appropriate agencies. Diversion of Program Products contrary to U.S. law is prohibited.

## EXHIBIT C

### SUPPORT AND MAINTENANCE AGREEMENT

1. **DEFINITIONS.** The following defined terms shall have the meanings set out below:

"Support" means Software maintenance and telephone support as defined below.)

"Supported Programs," means those versions of the Program Products specified by title and version number in an Order Pricing Schedule.

"Updates," means error corrections and maintenance releases to the Supported Programs. Subject to availability in the ordinary course of METATOMIX's business, Updates shall be provided at no additional charge for so long as COUNTY obtains Support under this Agreement or any renewal thereof.

"Upgrades" means Supported Programs enhancements that accomplish incidental, structural, functional and performance improvements for which METATOMIX does not generally impose a separate charge. Subject to availability in the ordinary course of METATOMIX's business, Upgrades shall be provided at no additional charge for so long as COUNTY obtains Support under this Agreement or any renewal thereof.

Any capitalized term used herein but not defined herein shall have the same meaning as provided for such term in the CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES, SOFTWARE LICENSING AND MAINTENANCE AND SUPPORT SERVICES (the "Agreement.")

2. **SUPPORT.** METATOMIX shall make available to COUNTY: (i) Updates and Upgrades; and (ii) access via telephone to qualified technical personnel for advice, consultation and engineered solutions regarding COUNTY's use of the Supported Programs consistent with Second Line Support (as defined below). Nothing in this Agreement shall entitle COUNTY to receive any additions or versions which are separately priced and licensed by METATOMIX as new products. If COUNTY allows Support to lapse, it may thereafter renew such support for the affected Supported Programs paying the then current annual Support fee plus an amount equal to the aggregate Support fees that would have been payable for the affected Supported Programs during the period of lapse. Whenever METATOMIX issues an Upgrade, METATOMIX will continue to provide Support for, at a minimum, the two (2) versions immediately preceding the latest Upgrade; subject to METATOMIX's option to discontinue such support earlier by providing COUNTY with no less than twelve (12) months prior written notice (in which event COUNTY may be entitled to a prorated refund of the applicable Support fees previously paid to METATOMIX for the balance of the discontinued support period).

3. **COUNTY RESPONSIBILITIES.** COUNTY agrees to: (i) provide First-Line support to COUNTY's end-users as soon as it is adequately trained; (ii) provide METATOMIX with remote access to COUNTY's Supported Programs during the term of this Agreement; and (iii) provide any reasonable assistance that METATOMIX may require from the appropriate COUNTY representative (e.g. database, system or network administrator as the case may be) to enable METATOMIX to provide COUNTY with Support. In the event that COUNTY fails to comply with either (i) or (ii), COUNTY agrees to pay METATOMIX for any service fees and costs associated with on-site services provided by METATOMIX at METATOMIX's then current hourly professional services rate, subject to prior approval by COUNTY. In the event that COUNTY fails to comply with either (i) or (ii) and further fails to provide METATOMIX with the on-site access reasonably

necessary to provide support, METATOMIX shall have no obligation to provide Second Line support to COUNTY.

For purposes of this Agreement, "First line Support" shall mean: Receive all user phone calls and emails for issues reported. Provide subsequent answers and direction to users experiencing issues, problems, or inquiries.

For purposes of this Agreement, "Second line Support" shall mean: For issues diagnosed by First line support personnel (County), investigate root cause of the issue and provide resolution. Issue resolution will be communicated back through First line support.

4. RESPONSE TIMES. METATOMIX agrees that support shall entitle COUNTY to receive a response from METATOMIX to a reported problem with a Supported Program within the guidelines set forth in Schedule A.

5. DURATION AND TERMINATION.

METATOMIX reserves the right to refuse to provide support at any time without refunding any sums paid by COUNTY: (i) if any attempt is made, other than by METATOMIX or as authorized in writing by METATOMIX, to remove any defects or deal with any errors in the Supported Programs, (ii) if any development, enhancement or variation of the Supported Programs is carried out other than by METATOMIX, or as authorized in writing by METATOMIX; or (iii) if COUNTY, after notice, has failed to pay an invoice of METATOMIX in accordance with the provision of this Agreement.

6. REMEDY LIMITATIONS. Any and all liability for breach of this Exhibit C of METATOMIX shall be limited to the Support fee paid under this Agreement to METATOMIX. IN NO EVENT SHALL METATOMIX BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BARGAIN, LOSS OF OPPORTUNITY, LOSS OF USE OF PRODUCTS OR ANY OTHER COMPUTER EQUIPMENT, SOFTWARE OR DATA, LOSS OF MANAGEMENT TIME OR OTHER EXPENSES, AND PROFESSIONAL FEES OR EXPENSES.

8. OWNERSHIP, CONFIDENTIALITY. COUNTY acknowledges that all copyrights, trademarks, trade names, trade secrets and any other intellectual property rights subsisting in or used in connection with any Supported Programs or other materials provided by METATOMIX under this Agreement, are and shall remain the exclusive property of METATOMIX, or its licensors, and COUNTY shall not remove or alter any copyright, trademark or other proprietary notice on any materials provided by METATOMIX under this Agreement. To the extent permitted by Florida law, the COUNTY agrees (i) to keep confidential the Supported Programs and any and all other materials or information provided by METATOMIX under this Agreement, (ii) not to reproduce METATOMIX's copyright and trademark notices on any copy (whether in machine readable or human readable form) of the Supported Programs or any other materials provided by METATOMIX under this Agreement; (iii) to notify METATOMIX immediately if COUNTY becomes aware of any unauthorized use in whole or part of the Supported Programs or any other materials provided by METATOMIX under this Agreement, by any third party; and (iv) without limiting the foregoing, to take all such other reasonable steps as shall from time to time be necessary to protect the confidentiality of and the intellectual property rights of METATOMIX in the Supported Programs and any other materials provided by METATOMIX under this Agreement. The parties acknowledge that any violation by COUNTY or any of its representatives, of this section will cause irreparable harm to METATOMIX.

## SCHEDULE A

### **STANDARD SUPPORT:**

- Includes all maintenance upgrades & revisions. (right of decimal)
- Email and Phone support Monday –Friday, 8am-5pm EST
- 24-hour response time
- Maximum of 4 hours support engineering time per month
- Included half day of training time on-site for your staff

### **OPTIONAL LEVEL OF SUPPORT THAT MAY BE PURCHASED BY COUNTY:**

#### **Extended Support Package (18% of License Price, Annually)**

Provides around the clock access to support, every day of the year. The Extended support plan includes the following benefits.

- All product upgrades and enhancements (all versions)
- 24x7x365 Email and phone support (business hours)
- 1 hour response time
- Unlimited Support incidents
- Discounted COUNTY Engineering time (up to 10 hours/month)
- Includes quarterly half day of onsite training time for your staff

Exhibit D

order pricing schedule



Agreement No: PAL01

Quote Date: 10/22/04

Payment terms are as set forth below. Customer's order, purchase and use of the products and/or services listed above are subject to the terms of any above-referenced Agreement or, if none is referenced, metatomix's standard form License Agreement or Support and Maintenance Agreement, which are available to Customer on request.

SHIPPING ADDRESS

Palm Beach County - ISS  
 3323 Belvedere Road  
 West Palm Beach, FL 33406

Contact Name Tom Furlani  
 Telephone 561-233-1680  
 Fax 561-233-1695  
 Terms See Terms  
 Taxable No  
 Country United States  
 Quote Exp. Date November 30, 2004

BILLING ADDRESS

Palm Beach County ISS  
 Attn: Fiscal Manager  
 301 N. Olive Avenue  
 West Palm Beach, FL 33401

Contact Name Robert Busch  
 Telephone 561-355-2918  
 Fax 561-355-3482  
 Email rbusch@pbcgov.com  
 Sales Agent N/A  
 Territory  
 Sales Admin N/A  
 Customer PO

**PBIS Project Phase I (10 Data Sources) services and training**

PRODUCT DESCRIPTION	Program Product #s	Qty.	Unit Cost	Extended Cost
Metatomix SMARTE for PBIS Project. Metatomix Interchange Platform (ix) version 3.01; (8 Service Interfaces) The Hologram Store (hx) version 3.0 Visibility Dashboard (dx) version 3.0	JIS-001	1	\$290,000	\$290,000
Metatomix Service Interfaces - (total of 10)	JIS-002	2	\$35,000	\$70,000
Phase I Sub-Total Software License				\$360,000

order pricing schedule  
**Professional Services – Phase I**

PRODUCT DESCRIPTION	Qty.	Unit Cost	Extended Cost
Architecture and Design	150	\$220	\$33,000
Interchange Platform Implementation	440	\$190	\$83,600
Dashboard Development	120	\$190	\$22,800
Installation	60	\$190	\$11,400
QA/Test	60	\$190	\$11,400
Program Management	190	\$190	\$36,100
Required Training (3 days, 10 attendees in Palm Beach)			\$20,000
<b>Professional Services Sub-Total</b>			<b>\$219,300</b>
<b>Partnership Discount*</b>			<b>\$78,400</b>
<b>Total Services</b>			<b>\$139,900</b>

COUNTY will not be billed for service hours exceeding those specified above in the event that additional hours are required to complete the deliverable.

\*Partnership Discount is being offered due to Customer's commitment to secure all necessary information for connection to each data source within this Project.

Phase I Program Products & Professional Services Total			\$499,900
<b>Phase I PROJECT TOTAL</b>			<b>\$499,900</b>

Phase I Standard Maintenance & Support*		First Year Incl.	\$0
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\* The support and maintenance period commences with Stage V – User Acceptance.

**Payment Terms** – Payment of \$360,000 for PBIS phase I will be due and payable within ten (10) days of the execution of this Order Pricing Schedule. The Balance of Phase I fees are due and payable in accordance with the Milestone payment schedule set forth below. The parties acknowledge and agree that in the event a Milestone Deliverable is completed in advance of the date set forth below, the payment shall become due and payable upon such delivery date.

- Support and maintenance fees for years 2 and beyond shall be calculated at 15% of total Program Product license cost stated above, which is \$54,000, and shall be due in advance of the applicable year.

Note: Assuming a Nov. 17th, 2004 start date.

	Milestone Deliverable	Completed*	Amount
1	Stage II Functional Requirements	12/07/04	\$ 21,000
2	Stage II Technical Design	12/23/04	\$ 14,000
3	Stage II Test Plan	01/05/05	\$ 14,000
4	Stage III Security Design	02/09/05	\$ 14,000

## Exhibit D

## order pricing schedule

metatomix

5	Stage III Solutions Arch Complete	03/23/05	\$ 14,000
6	Stage IV Deployment to all 10 Agencies	04/08/05	\$ 28,000
7	Stage IV Overall System Test	04/22/05	\$ 14,000
8	Stage V User Acceptance - Transition to Customer	05/11/05	\$ 20,900
	Total		\$139,900

-The parties acknowledge and agree that throughout Phase I, they will keep track of required professional services and will adjust the amount required for future phases accordingly.

Exhibit D

order pricing schedule



**Future Product and Services Offering:** Customer shall have the option, at the conclusion of Phase I, to move to future phases. Customer shall notify Metatomix of its decision to move to the next phase.

- Payment for additional Service Interfaces fees shall be due immediately upon acceptance of each connection. (Acceptance shall be defined as in the Statement of Work.)
- Professional Services fees shall be billed in accordance with agreed-upon milestones and shall be due upon receipt of invoice
- It is understood and agreed by the parties that for all future phases of this Project, Customer shall have the option of purchasing additional software and/or services incrementally, but with no requirement to purchase any specific level of product or services.
- For Phase II, years 2 and beyond, maintenance and support, once customer has purchased a cumulative total of \$1 million of software, support and maintenance fees shall be reduced from 15% to 13% of total license fees going forward; in the event that customer has purchased a cumulative total of \$1.5 million or more, the standard support and maintenance fees shall be reduced to 11% of total license fees going forward. The reduction in support and maintenance fees is due to Customer's agreement to undertake first line support as soon as it has been trained appropriately.
- The COUNTY has no obligation to enter into any further phases of his project,

**PBIS Phase II – (up to a total of 50 Data Sources)**

PROGRAM PRODUCTS	Program Product No.	Qty.	Unit Cost	Extended Cost
Metatomix SMARTE for <u>PBIS Project</u> .				
Metatomix Interchange Platform (ix) (8 Service Interfaces)	JIS-001	1	\$290,000	\$290,000
2 <sup>nd</sup> Hologram Store (hx)				
Visibility Dashboard (dx)				
Metatomix Service Interfaces – in increments of one	JIS-002	42	\$20,000	\$840,000
<b>Sub-Total Software License</b>				<b>\$1,130,000</b>

**Professional Services**

Phase II Professional Services (estimated as a not to exceed (assuming 50 data sources and no changes to scope of work))				\$402,600
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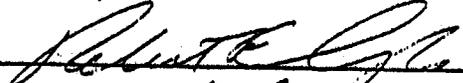
PHASE II Total			\$ 532,500
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*Standard Support & Maintenance-		15% of license cost (or as reduced)	\$169,500
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Pricing Assumptions:

- Pricing does not include Hardware
- Pricing does not include 3<sup>rd</sup> party licenses (i.e. Oracle, SQL, etc.)

Metatomix, Inc.

By:   
Robert F. Andrew, CEO  
 (Printed Name and Title of Signatory)

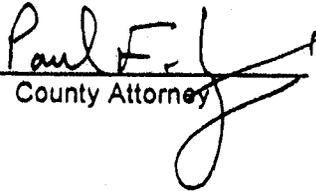
COUNTY

By: \_\_\_\_\_  
 \_\_\_\_\_  
 Karen T. Marcus, Chair

ATTEST:  
 Dorothy H. Wilken, Clerk

By: \_\_\_\_\_  
 Deputy Clerk

Approved as to Form and Legal  
 Sufficiency

By:   
 County Attorney

Approved as to Terms and Conditions

By:   
 ISS Director

Agreement No: PAL01  
 Quote Date: 10/22/04

Payment terms are as set forth below. Customer's order, purchase and use of the products and/or services listed above are subject to the terms of any above-referenced Agreement or, if none is referenced, metatomix's standard form License Agreement or Support and Maintenance Agreement, which are available to Customer on request.

**SHIPPING ADDRESS**

Palm Beach County - ISS  
 3323 Belvedere Road  
 West Palm Beach, FL 33406

Contact Name Tom Furlani  
 Telephone 561-233-1680  
 Fax 561-233-1695  
 Terms See Terms  
 Taxable No  
 Country United States  
 Quote Exp. Date November 30, 2004

**BILLING ADDRESS**

Palm Beach County ISS  
 Attn: Fiscal Manager  
 301 N. Olive Avenue  
 West Palm Beach, FL 33401

Contact Name Robert Busch  
 Telephone 561-355-2918  
 Fax 561-355-3482  
 Email rbusch@pbcgov.com  
 Sales Agent N/A  
 Territory  
 Sales Admin N/A  
 Customer PO

**PBIS Project Phase I (10 Data Sources) services and training**

PRODUCT DESCRIPTION	Program Product #s	Qty.	Unit Cost	Extended Cost
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Metatomix Service Interfaces - (total of 10)	JIS-002	2	\$35,000	\$70,000
<b>Phase I Sub-Total Software License</b>				<b>\$360,000</b>

order pricing schedule  
Professional Services - Phase I

PRODUCT DESCRIPTION	Qty.	Unit Cost	Extended Cost
Architecture and Design	150	\$220	\$33,000
Interchange Platform Implementation	440	\$190	\$83,600
Dashboard Development	120	\$190	\$22,800
Installation	60	\$190	\$11,400
QA/Test	60	\$190	\$11,400
Program Management	190	\$190	\$36,100
Required Training (3 days, 10 attendees in Palm Beach)			\$20,000
<b>Professional Services Sub-Total</b>			<b>\$218,300</b>
<b>Partnership Discount</b>			<b>\$78,400</b>
<b>Total Services</b>			<b>\$139,900</b>

COUNTY will not be billed for service hours exceeding those specified above in the event that additional hours are required to complete the deliverable.

\*Partnership Discount is being offered due to Customer's commitment to secure all necessary information for connection to each data source within this Project.

Phase I Program Products & Professional Services Total			\$499,900
<b>Phase I PROJECT TOTAL</b>			<b>\$499,900</b>

Phase I Standard Maintenance & Support*		First Year Incl.	\$0
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\* The support and maintenance period commences with Stage V - User Acceptance.

**Payment Terms** - Payment of \$360,000 for PBIS phase I will be due and payable within ten (10) days of the execution of this Order Pricing Schedule. The Balance of Phase I fees are due and payable in accordance with the Milestone payment schedule set forth below. The parties acknowledge and agree that in the event a Milestone Deliverable is completed in advance of the date set forth below, the payment shall become due and payable upon such delivery date.

- Support and maintenance fees for years 2 and beyond shall be calculated at 15% of total Program Product license cost stated above, which is \$54,000, and shall be due in advance of the applicable year.

Note: Assuming a Nov. 17th, 2004 start date.

	Milestone Deliverable	Completed*	Amount
1	Stage II Functional Requirements	12/07/04	\$ 21,000
2	Stage II Technical Design	12/23/04	\$ 14,000
3	Stage II Test Plan	01/05/05	\$ 14,000
4	Stage III Security Design	02/09/05	\$ 14,000

## order pricing schedule

metatomix

5	Stage III Solutions Arch Complete	03/23/05	\$ 14,000
6	Stage IV Deployment to all 10 Agencies	04/08/05	\$ 28,000
7	Stage IV Overall System Test	04/22/05	\$ 14,000
8	Stage V User Acceptance - Transition to Customer	05/11/05	\$ 20,900
	Total		\$139,900

-The parties acknowledge and agree that throughout Phase I, they will keep track of required professional services and will adjust the amount required for future phases accordingly.

**Future Product and Services Offering:** Customer shall have the option, at the conclusion of Phase I, to move to future phases. Customer shall notify Metatomix of its decision to move to the next phase.

- Payment for additional Service Interfaces fees shall be due immediately upon acceptance of each connection. (Acceptance shall be defined as in the Statement of Work.)
- Professional Services fees shall be billed in accordance with agreed-upon milestones and shall be due upon receipt of invoice
- It is understood and agreed by the parties that for all future phases of this Project, Customer shall have the option of purchasing additional software and/or services incrementally, but with no requirement to purchase any specific level of product or services.
- For Phase II, years 2 and beyond, maintenance and support, once customer has purchased a cumulative total of \$1 million of software, support and maintenance fees shall be reduced from 15% to 13% of total license fees going forward; in the event that customer has purchased a cumulative total of \$1.5 million or more, the standard support and maintenance fees shall be reduced to 11% of total license fees going forward. The reduction in support and maintenance fees is due to Customer's agreement to undertake first line support as soon as it has been trained appropriately.
- The COUNTY has no obligation to enter into any further phases of his project,

**PBIS Phase II – (up to a total of 50 Data Sources)**

PROGRAM PRODUCTS	Program Product #s	Qty	Unit Cost	Extended Cost
Metatomix SMARTE for <u>PBIS Project</u> .				
Metatomix Interchange Platform (ix) (8 Service Interfaces)	JIS-001	1	\$290,000	\$290,000
2 <sup>nd</sup> Hologram Store (hx)				
Visiblity Dashboard (dx)				
Metatomix Service Interfaces – In increments of one	JIS-002	42	\$20,000	\$840,000
<b>Sub-Total Software License</b>				<b>\$1,130,000</b>

**Professional Services**

Phase II Professional Services (estimated as a not to exceed (assuming 50 data sources and no changes to scope of work)				\$402,600
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order pricing schedule

metatomix

PHASE II Total			\$1,632,500
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*Standard Support & Maintenance-		15% of license cost (or as reduced)	\$169,500
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Pricing Assumptions:

- Pricing does not include Hardware
- Pricing does not include 3<sup>rd</sup> party licenses (i.e. Oracle, SQL, etc.)

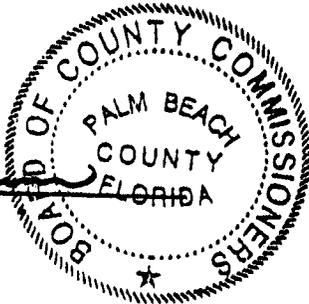
Metatomix, Inc.

By: *Robert F. Angelo*  
ROBERT F. ANGELO, CEO  
(Printed Name and Title of Signatory)

R2004 2414  
COUNTY  
By: *Tony Masilotti*  
Tony Masilotti  
s, Chair NOV 16 2004

ATTEST:  
Dorothy H. Wilken, Clerk

By: *Linda C. Hickman*  
Deputy Clerk



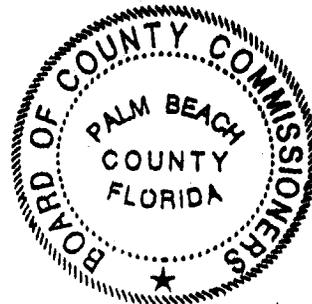
Approved as to Form and Legal Sufficiency

By: *Paul F. J...*  
County Attorney

Approved as to Terms and Conditions

By: *Steve Bordon*  
ISS Director

STATE OF FLORIDA, COUNTY OF PALM BEACH  
I, DOROTHY H. WILKEN, ex-officio Clerk of the  
Board of County Commissioners certify this to be a  
true and correct copy of the original filed in my office  
on November 16, 2004  
DATED at West Palm Beach, FL on 11-30-04  
DOROTHY H. WILKEN, Clerk  
By: *Linda C. Hickman* D.C.



**R2006 1159 JUN 20 2006**  
**Palm Beach County ISS**

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**Change Order No. 1 – Phase I Scope of Work**

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<b>Project Name:</b>	Palm Beach Information System (PBIS) – now called Law Enforcement eXchange (LEX)
<b>Date:</b>	June 2, 2006
<b>Vendor Name:</b>	Metatomix
<b>Contract Number:</b>	R2004-2414
<b>Ref. Amendment:</b>	R2005-1749 Dated September 13, 2005
<b>Project Manager:</b>	Michael Pinkney
<b>Submitted By:</b>	Penny Anderson

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**Description of Proposed Change**

This Project Change Request is submitted to revise the Milestone Deliverable Payment Schedule outlined in Amendment No. 3 dated September 13, 2005. This amendment reads as follows:

6.	Stage IV Deployment to all 10 Agencies	11/30/05	\$28,000
7.	Stage IV Overall System Test	2/01/06	\$14,000
8.	Stage V User Acceptance – Transition to Customer	3/15/06	\$20,900

**Proposed Revised Milestone Deliverable Payment Schedule:**

6.	Stage IV Deployment to Available Pilot Agencies	6/30/06	\$28,000
7.	Stage V Overall System Test	6/30/06	\$14,000
8.	Stage V User Acceptance	6/30/06	\$20,900

**Project Scope Changes and Acknowledgments:**

**Completion of Phase I:**

1. The County confirms that Metatomix has taken on significant additional programming work to modify the application to meet the needs of law enforcement at no additional cost to the County.
2. Instead of accessing the State agency data sources via the Office of State Court Administrators, it was necessary to establish direct connection to FDLE, DHSMV and DC. The County acknowledges and agrees that Metatomix completed the reconfigurations necessary to accomplish this task. In addition, connection to DHSMV will now be directed through report servers provided by OSCA to DHSMV. Metatomix will use commercially reasonable efforts to complete this connectivity change by June 30, 2006.
3. The County has previously licensed an aggregate of twelve (12) Service Interfaces (i.e. 1 Service Interface for each data source connection) from Metatomix. Upon the completion of the Milestone Deliverables as outlined in this document, seven (7) Service Interfaces will have been connected to their applicable data sources. For the sake of clarity, however, the County possesses full license rights (subject to all applicable license restrictions in the license agreement between the parties) to all twelve (12) Service Interfaces even if such Service Interface has yet to be connected to the anticipated data source, an alternative local data source or no data source at all.
4. Effective on the date hereof, Metatomix has agreed to issue the County a professional services credit in an amount equal to \$62,797.50. This credit will satisfy the costs of installation for the remaining five (5) data source interfaces referenced above, provided the data sources are similar

## Palm Beach County ISS

to the previously installed interfaces. Such credit may also be used by the County to purchase additional professional services and/or training from Metatomix. Any unused portion of the foregoing credit shall expire on June 30, 2007. All professional services performed by Metatomix in excess of the credit shall be billable by Metatomix to the County at Metatomix's then current rates.

5. County shall have the right to replace any data source connection with any other local data source connection, provided it does not exceed 12 data source connections in total.
6. The User Guide and Developer Guide documentation will be provided following User Acceptance Testing.
7. Upon completion of the three Milestone Deliverables set forth above, Phase I shall be deemed complete in all respects and shall be accepted by County with no further deliverables due or services required other than those expressly noted herein.
8. Below is the current status of the Pilot Project completion items:

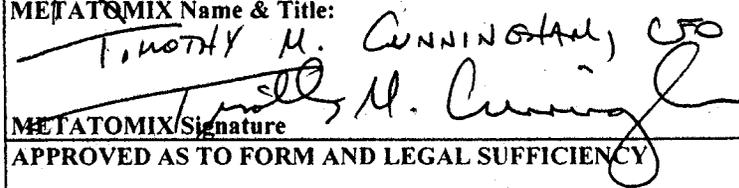
Categories	Description	Completion Date
Application Modifications Remaining	Incorporate Jail Booking data into dashboard.	04/21/06
	Incorporate Warrant data into dashboard.	6/30/06
	Incorporate Alerts (Warrants, Exp. Tags/License, and Local Officer Safety).	6/30/06
	Auto-populate query field for historic query listings.	6/30/06
	Add ability to terminate a query (bug).	6/30/06
	Change "Reset Fields" to incorporate query parameters (not data sources).	6/30/06
	Change all references of PBIS to the new Project Name as noted on page one of this document.	6/30/06
Data Sources	PBSO Jail Booking query development.	04/21/06
	PBSO PALMS names and warrants.	6/30/06
	Delray Beach data mapping and query development.	6/30/06
	Juno Beach data mapping and query development.	6/30/06
Testing	Functional testing.	6/30/06
	System testing (including impact on data source environments)	6/30/06
Documentation	User Acceptance testing.	6/30/06
	Administrator Guide.	6/30/06
	Updated System Solution Architecture.	6/30/06
	User Guide	05/05/31
System Sizing for Production Environment	To include: hardware, software, thresholds based on number of users, etc., load estimates, assessment for establishing separate data source servers.	08/31/06
Next Phase Scope of Work, Amendment 6 and Contract Negotiations	For Production System with connectivity to additional local agencies and the Region based on approval to receive Homeland Security funding anticipated from Region 7. Subject to mutual agreement of the parties.	August 15, 2006

6/13/2006 5:41 PM

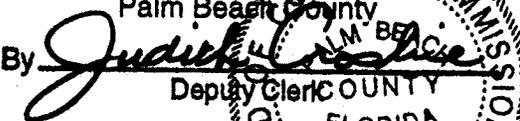
**Palm Beach County ISS**

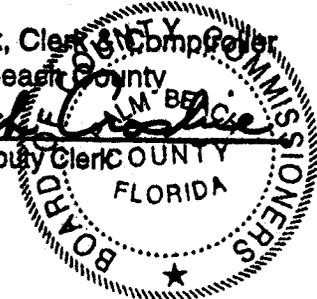
Each of us agrees that the complete agreement between us about these Services consists of 1) this Change Authorization, 2) the referenced Statement of Work and its prior Change Authorizations which have not been replaced by this one.

**R2006-1159**

<b>Acceptance:</b>	
<b>PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS</b>	<b>Date:</b>
 <b>Karen T. Marcus for</b> Tony Masilotti, Chairman	<b>JUN 20 2006</b>
<b>METATOMIX Name &amp; Title:</b> TIMOTHY M. CUNNINGHAM, CFO	<b>Date:</b>
 <b>METATOMIX Signature</b>	<b>6/14/06</b>
<b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b>	<b>Date:</b>
 <b>County Attorney Signature</b>	<b>6/19/06</b>

Attachment: Exhibit A – List/status of originally planned data connection licenses

Sharon R. Bock, Clerk & Computer  
Palm Beach County  
By   
Deputy Clerk  
COUNTY  
FLORIDA



## Palm Beach County ISS

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### Exhibit A

#### List/status of originally planned data connection licenses

Number	Agency/Site/System	Status
1	West Palm Beach RMS	Postponed
2	Boca Raton RMS	Complete
3	Delray Beach RMS	In Progress
4	Palm Beach Gardens RMS	Complete
5	Juno Beach RMS	In Progress
6	Palm Beach County Sheriff's Office RMS	Postponed
7	Palm Beach County Sheriff's Office PALMS	In Progress
8	Palm Beach County Sheriff's Office Jail Booking	In Progress
9	Palm Beach County Criminal Court System	Postponed
10	Florida Supreme Court Justice Inquiry System	Complete
11	FINDER Regional System	Reallocated and postponed
12	Additional data source to be determined	Postponed