

<b>Customer:</b> Current license holder	<i>Account:</i>	City of Doral	
	<i>Address:</i>	8300 NE 53rd St, Ste 100	
	<i>City, State Zip Code:</i>	Doral, FL 33166	
	<i>Contact Name:</i>	Gladys Gonzalez	
	<i>Email:</i>	gladys.gonzalez@cityofdoral.com	
	<i>Phone Number:</i>	Land: (305) 593-6625	Mobile:
	<i>License Group#:</i>	0829255, 0022157	

<b>Mobility Licenses:</b> Perpetual Licenses to be converted to Subscription Licenses	<i>Product(s)</i>	Mobility		
	<i>No. of Devices</i>	230		
	<i>No of Add'l Servers:</i>	N/A		
	<i>Maintenance Period:</i>	16 February 2021		
	<i>Modules (Yes/No)</i>	<i>Policy:</i> <input checked="" type="checkbox"/>	<i>NAC:</i> <input type="checkbox"/>	<i>Analytics:</i> <input checked="" type="checkbox"/>

**Order Terms:**

This Software License Conversion Form confirms the agreed upon Terms between NetMotion Software, Inc ("NetMotion") and the **City of Doral** ("Company") concerning the Subscription Agreement for NetMotion Complete software licenses. The Company agrees to discontinue use of the permanent license and to relinquish permanent licenses, and in lieu transition to a subscription of NetMotion Complete software for the duration of the Term, commencing from the Effective Date of 15 April 2020 and ending on 16 February 2022 (the "Term"), which will be paid annually, with first payment due on February 16, 2021.

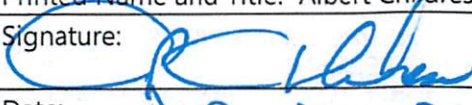
Customer agrees that all 305 Complete licenses will be renewed on or before 2/16/2021. 230 licenses will be renewed at the amount of \$91.20 per year, per license and license while quantities above 230 will be offered at \$108 per year, per license. Any purchase made mid-term will be co-termed for the duration of the contract with a minimum order quantity of 5 licenses. Upon contract expiration, annual increase will not exceed 5% year over year.

All software and licenses will be converted from Perpetual to Subscription thirty (30) days from effective date. By signing this document, Customer agrees to all terms and conditions as outlined in the appropriate End User License Agreement that can be found at:

<https://www.netmotionsoftware.com/legal-and-copyright/>

**MSRP Renewal Amount for 305 Complete licenses:**

Due Date	Amount
<b>16 February 2021</b>	<b>\$29,076.00</b>

Customer Signature	Printed Name and Title: Albert Childress, City Manager
	Signature: 
	Date: <u>122 29 2020</u> Click or tap to enter a date.

Returned signed form to: [david.wood@netmotionsoftware.com](mailto:david.wood@netmotionsoftware.com)

**NETMOTION SOFTWARE, INC. END-USER LICENSE AGREEMENT FOR  
NETMOTION MOBILITY, NETMOTION DIAGNOSTICS, NETMOTION MOBILE IQ AND  
NETMOTION MOBILE IQ APP FOR SPLUNK**

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**2.9. Access to Database.** You agree to provide NetMotion access to the Software data subject to the terms and conditions set forth in Section 16.

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**16.5. NetMotion's Access and Use of Information.** You understand and acknowledge that NetMotion may access and use the information collected as described in Section 16.1 of this EULA as follows:

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b. NetMotion may use the information collected by the Software as described in Section 16.1 for one or more of the purposes set forth in Section 16.2 and may share such information with unrelated third parties, provided however, that NetMotion shall not disclose personally identifiable information to unrelated third parties, unless required by court order, law, regulation or the like.

**16.6. Privacy notice.** The Microsoft online privacy statement is available at <https://privacy.microsoft.com/en-us/privacystatement>.

*Revision Date: May 8, 2018*



**RESOLUTION No. 19-244**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN ALL NECESSARY DOCUMENTS REQUESTING A MEMBERSHIP IN THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PROGRAM FOR EQUIPMENT, SUPPLIES AND SERVICES FOR THE CITY OF DORAL DEPARTMENTS ON AN AS NEEDED BASIS, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") seeks the access to The Interlocal Purchasing System (TIPS) cooperative program for equipment, supplies and services, for the City of Doral Departments on an as needed basis; and

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

**WHEREAS**, the use of cooperative procurement contracts is in the best interest of the City as its usually based on the common requirements of multiple governments. Most cooperative purchasing efforts involved bulk commodities with standard specifications, such as office supplies and furniture, digital copiers and printers, computer hardware, audio visual equipment, electronic defibrillators, hazardous incident response equipment, wireless radios, cell phones, and more complicated requirements, including information technology services, software; and

**WHEREAS**, staff respectfully recommends the Mayor and City Council adopt The Interlocal Purchasing System (TIPS) cooperative program for Equipment, Supplies and Services in an amount not to exceed budgeted funds, for the period set forth and any approved additional subsequent extensions; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

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

**Section 2. Authorization.** The City Council hereby authorizes the City Manager to sign any and all necessary documents requesting membership in TIPS including An Interlocal Agreement. The Interlocal Purchasing System (TIPS) cooperative program for Equipment, Supplies and Services in an amount not to exceed budgeted funds, for the period set forth and any approved additional subsequent extensions.

**Section 3. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Mayor Juan Carlos Bermudez	Not Present at Time of Vote
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 8 day of October, 2019.

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

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

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY