

**RESOLUTION NO. 2024-**

**A RESOLUTION OF THE VILLAGE OF PINECREST,  
FLORIDA, WAIVING THE COMPETITIVE BID  
REQUIREMENTS AND AUTHORIZING THE VILLAGE  
MANAGER TO ENTER INTO AN AGREEMENT WITH  
ORACLE FOR THE PUBLIC SAFETY SUITE;  
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the current public safety suite in use by the Police Department is hosted on premises and was initially implemented in 2001; and

WHEREAS, transitioning to a cloud-native system will significantly enhance police operations and security; and

WHEREAS, Oracle is the sole source of the in-car camera systems;

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby waives the procurement code requirements for competitive bidding for expenditures more than \$50,000 and authorizes the Village Manager to execute an agreement with Oracle for their Public Safety Software Suite at the initial cost of \$206,000 and the first-year subscription, with subsequent years two and three renewing at \$86,700 annually, with a price lock for years four through six if renewed by the Village Council in FY2028.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2024.

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Joseph M. Corradino, Mayor

Attest:

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Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

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Mitchell Bierman  
Village Attorney




PINECREST  
MEMORANDUM

Police Department

DATE: August 19, 2024

TO: Yocelyn Galiano, ICMA-CM, Village Manager

FROM: Jason Cohen, Chief of Police 

RE: Oracle Public Safety Suite

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I recommend that we enter into a contract with Oracle for their Public Safety Software suite. The software-as-a-service (SaaS) includes Computer Aided Dispatch, Records Management, and Mobile Field Reporting. The Oracle platform is the currently the only cloud-based public safety suite where the end-user software, back-end software, and cloud hosting system are all owned and operated by the same company. (Sole source letter provided).

The current public safety suite in use by the Police Department is hosted on premises and was initially implemented in 2001. Transitioning to a cloud-native system will significantly enhance police operations and security. The system can be operated anywhere with an internet connection, eliminating the need for or maintenance of backup servers in the event of a municipal center evacuation.

The initial cost of \$206,440 includes a full historical data migration from our current system to the Oracle platform, Hardware provided by Oracle, and the first year of the software-as-a-service subscription. Subsequent years two and three will renew at \$86,700 annually, with a price lock for years four through six should we decide to renew the contract in FY 2028.

Funds for the data migration and year 1 subscription fee will come from FY 23-24.





Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA 94065

August 22, 2024

Chief Jason Cohen  
Pinecrest Police Department  
The Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

Dear Chief Cohen,

This letter is to confirm that the Oracle Public Safety Suite offerings specified in the attached Exhibit A (List of Oracle Public Safety Suite Offerings) below are manufactured, sold, and distributed exclusively by Oracle America, Inc. ("**Oracle**"), except as described below.

Except as described in the attached Exhibit A for the parts denoted with an asterisk (\*), (a) Oracle creates and is the sole source of the proprietary products and services that may be provided as part of Oracle Public Safety Suite; and (b) Oracle confirms that third parties cannot lawfully provide Oracle Public Safety Suite offerings.

For more detailed information about Oracle Public Safety Suite offerings, please review the Oracle Public Safety Service Descriptions available at <https://www.oracle.com/contracts/cloud-services/><sup>1</sup>.

Should you have any questions, please contact me at (858) 705-3858 or [steve.seoane@oracle.com](mailto:steve.seoane@oracle.com).

Regards,

A handwritten signature in blue ink that reads "Steve Seoane".

Steve Seoane  
SVP & GM, Oracle Local Government

<sup>1</sup> Please select "Industry – Local Government" for Product.

**Exhibit A**  
**List of Oracle Public Safety Suite Offerings<sup>2</sup>**

- (\*) B95766 - Oracle Public Safety Dispatch Command Center System - Workstation
- B95768 - Oracle Public Safety Personal Communication System - Phone
- B95885 - Oracle Public Safety Records Management System - Sworn Officer
- (\*) B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted
- B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface
- B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface
- B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface
- B96691 - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos - Interface
- B97269 - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms - Interface
- (\*) B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer
- (\*) B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector – Each
- 7605786 - Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only
- 7605787 - Customer Spare: Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display
- 7607026 - Dock kit for Oracle Public Safety tablets with tablet casing, dock and cabling, for Vehicle Communication System only
- 7607027 - Vehicle mount kit for Oracle Public Safety tablets, for Vehicle Communication System only

<sup>2</sup> (\*) For parts B95766 and B96459, embedded third-party component(s), if any, may not be purchased separately from a third party for purposes of the service descriptions set forth in Oracle Public Safety Service Descriptions.

For parts B98174 and B98175, please see the applicable description set forth in Oracle Public Safety Service Descriptions for the third-party components.



PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: US-17013590

Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065	<b>Your Name:</b> The Village of Pinecrest <b>Your Address:</b> 12645 South Dixie Highway Miami, FL 33156
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<b>Oracle Representative:</b> Jonathan Appel	<b>Your Billing Contact:</b> Jason Cohen
<b>Address:</b> 2300 Oracle Way Austin, TX 78741	<b>Address:</b> 12645 South Dixie Highway Miami, FL 33156
<b>Phone Number:</b> 954-994-5042	<b>Phone Number:</b> 305-234-2121
<b>Email Address:</b> jonathan.appel@oracle.com	<b>Email Address:</b> cohen@pinecrest-fl.gov

You have ordered the Services listed in the table below and detailed in the attached exhibit(s), which are incorporated herein by reference.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$99,124.00	\$20,630.00	\$119,754.00
<b>Total Fees and Estimated Expenses</b>				<b>\$119,754.00</b>

A. TERMS

- Applicable Master Agreement:** This order incorporates by reference the Master Agreement **US-CSA-CPQ-3423374** and all amendments and addenda thereto (collectively, the "Master Agreement"). You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Master Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Master Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.
- Professional Services Delivery Policies:** The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into this order.
- Payment Terms:** Net 30 days from invoice date.
- Currency:** US Dollars.
- Offer Valid through:** 31-AUG-2024.
- Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibit(s) attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- Rights Granted:** Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall

govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

**B. ADDITIONAL ORDER TERMS**

1. When services will be performed on-site at customer location in the US, as required by US Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on-site.

<b>The Village of Pinecrest</b>	<b>Oracle America, Inc.</b>
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: _____	<i>{to be completed by Oracle}</i>

**Your Name:** The Village of Pinecrest  
**Ordering Document Number:** US-17013590  
**Exhibit Number:** 1

1. Description of Services.

Oracle will provide You with up to sixty-eight (68) person days of technical and functional assistance with the following activities related to the enablement of Oracle Public Safety: Dispatch Command Center System, Vehicle Communications System, Personal Communications System, and Records Management System ("RMS"), collectively referred to hereafter as Oracle Public Safety Suite ("OPSS") (the "Services").

A. Engage Phase:

1. Conduct one remote (1) project kick-off workshop for up to two (2) hours, to review the project including:
  - a. Scope management;
  - b. Risk management;
  - c. Project overview;
  - d. Collaboration portal; and
  - e. Communication plan.
2. Create and provide an initial project work plan, to include the following:
  - a. Tasks, estimated task start and end dates, and estimated task durations;
  - b. Assigned resources from both parties; and
  - c. Known dependencies.
3. Conduct up to one (1) remote workshop for up to two (2) hours to review the scope and plan for each implementation area specified below:
  - a. Information technology/networking and security;
  - b. Configuration;
  - c. Data migration;
  - d. Interfaces;
  - e. Training; and
  - f. Hardware.

B. Focus Phase:

1. Conduct one (1) workshop for up to two (2) hours for each of the functional areas specified below, to review current processes and workflows:
  - a. System administration;
  - b. Dispatch;
  - c. Geographic information system ("GIS");
  - d. Mobile / devices;
  - e. Records management; and
  - f. Reporting and dashboards.

C. Refine Phase:

1. Guide You through the configuration of the following functional areas, based upon results from workshops in section 1.B.1, for up to thirty (30) person days as outlined in the project plan:
  - a. System administration;
  - b. Dispatch;
  - c. GIS;
  - d. Vehicle Communications System;
  - e. Personal Communications System;
  - f. RMS; and
  - g. Reporting and dashboards.
2. Assist You with installation and configuration of Vehicle Communications System for the following:
  - a. Outfit up to forty (40) vehicles / apparatuses with Hardware for Vehicles.

3. Guide You through data migration configuration and completion of field mapping for the following third-party applications:

Source System	Product Area	Functional Description	Data Format
OSSI	Dispatch	Dispatch data, core indices	American Standard Code for Information Interchange ("ASCII") datafile
OSSI	Records	Record management data, core indices	ASCII datafile
FileOnQ	Property and Evidence	Property and evidence data, core indices	ASCII datafile

4. Assist You with enabling third-party system interfaces with OPSS to include the following:
- Interfaces:
    - Oracle Public Safety Interface, Datamaxx;
    - Oracle Public Safety Interface, RapidSOS, LEI;
    - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos; and
    - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms.

D. Enable Phase:

- Conduct training sessions for up to three (3) person days, scheduled as mutually agreed, covering:
  - System administration;
  - Dispatch;
  - Vehicle Communications System;
  - Personal Communications System; and
  - RMS.
- Assist You with creating a Go Live plan.
- Assist with Go Live cutover tasks to move You from Your legacy system(s) to the production OPSS environment.
  - Dispatch;
  - Vehicle Communications System;
  - Personal Communications System; and
  - RMS.
- Provide onsite Go Live assistance delivered by two (2) resources over three (3) business days.

E. Live-Operate Phase:

- Provide remote post Go Live assistance during normal working hours for up to twenty (20) hours to be used within the first thirty (30) calendar days immediately following Go Live.
- Facilitate the transition from Your Oracle Local Government implementation team to the Oracle Local Government support team.

2. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses.

B. Rates. For a period of eighteen (18) months from the ordering document effective date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.

Standard Rates	
Price Level	Hourly Rate
Managing Consultant	\$196.88
Advanced Consultant	\$140.63

At Oracle's discretion, Oracle may retain third-party subcontractors to perform some of the Services at Your site or remotely ("Subcontractors"). For a period of eighteen (18) months from the ordering document effective date, the Services performed by Subcontractors will be provided at the rate of \$140.63 per hour. Thereafter, You and Oracle must agree in an amendment to rates for the Services performed by Subcontractors.

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified in Your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.
3. Project Management. You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.
4. Your Cooperation.
- A. Modify Your processes as necessary to align with the standard processes and standard functionality of OPSS.
  - B. Conduct all organizational change management activities including, but not limited to, corporate communications, business process changes, procedural or policy changes, and business user readiness training.
  - C. Prior to the commencement of Services, designate and identify a project sponsor and a project manager that will be responsible for coordinating Your participation in this project and provide on-going support for Your implementation of the OPSS. Responsibilities include but are not limited to:
    - 1. Provide user feedback during configuration and validation.
    - 2. Be available as needed during the project to answer Oracle's questions, provide business decisions and other items as required.
    - 3. Provide on-going support to Your internal users following the implementation.
    - 4. Assign adequate resources from Your organization during the project to participate, support, and respond to Oracle project efforts on behalf of Your goals and interests.
    - 5. Facilitate the necessary distribution of documentation or correspondence within Your organization.
    - 6. Document issues, assign ownership within Your organization, and coordinate with the Oracle project manager to ensure tasks are completed within project timeline.
  - D. Ensure the Services will not be adversely impacted by other projects or initiatives underway at Your agencies/facilities. Oracle is not responsible for adverse impact to the Services arising from other concurrently scheduled projects or initiatives.
  - E. Identify the participants and schedule discovery and implementation planning sessions with Your project team members.
  - F. Enable administrator access for the Oracle project team to allow provisioning of Your OPSS instance prior to the commencement of Services.
  - G. Provide any necessary hardware and user credentials to support the performance of Services.
  - H. Administer all the hardware (networks, servers, storage, etc.) owned by You, software, middleware, and any other infrastructure required to perform the Services.
  - I. Be responsible for addressing and resolving functional and/or compatibility issues in Your environments that are not expressly included in the Services to be performed by Oracle.
  - J. Configure vehicle global position system ("GPS") signal to connect to the Oracle Cloud Infrastructure.
  - K. Configure network connectivity from Oracle Vehicle Communications System to Oracle Cloud Infrastructure in accordance with the project plan.
  - L. Ensure vehicles identified for Oracle Vehicle Communications System replacement are available to designated vehicle outfitter for installations of Oracle Vehicle Communications System in accordance with the project plan.
  - M. Provide Oracle with access to base-layer maps and all map layers, addresses, and points agreed upon.
  - N. Allow access to dispatch and RMS data as mutually agreed in the project plan.
  - O. You are responsible for all source and destination data validation.
  - P. You are responsible for completing all code mapping, data translations, and queries required for data migration.
  - Q. Assist Oracle in resolving technical concerns regarding legacy data structure, linkages, and formatting.
  - R. Provide the necessary, appropriate, and clean data (ex: test data, configuration data) required by Oracle for the performance of Services.
  - S. Make required change requests to Your state department for state switch connectivity.
  - T. You are responsible for ensuring that You are permitted to store Criminal Justice Information ("CJI") data in OPSS.

- U. Engage with third party vendors required to interface with OPSS to facilitate the signing of the Oracle Confidentiality Disclosure Agreement ("CDA") and the Oracle Interoperability Agreement ("IOA") required to build Your interfaces.
- V. You are responsible for the contractual relationships with agents and third parties that You engage to assist with the Services, and You shall ensure that such agents and third parties provide full and timely cooperation to the Oracle project team.
- W. You are responsible for planning, executing, and managing all aspects of, training readiness, and OPSS system reviews, including preparing and executing test cases and plans, and reviewing test results.
- X. You will not film or record any of Oracle's delivery of Services, Oracle resources, or any Oracle materials.
- Y. Ensure Your existing procedure and business process documentation is made available to Oracle prior to the configuration workshops.
- Z. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organization/end-user specific policies and procedures.
- AA. Notify Oracle within two (2) business days about any inaccuracies or incomplete information in project documentation provided by Oracle.
- BB. You will accept all OPSS release updates.

5. Project Assumptions.

- A. A person day is defined as one (1) resource working up to eight (8) hours.
- B. The implementation methodology for this implementation will be Oracle's True Cloud Method ("TCM").
- C. All project documentation, presentations, and project communication will be in the U.S. English language.
- D. Oracle staffing will be all onshore, will be shared with other projects, and will work remotely as much as possible with any onsite work being mutually agreed by all parties.
- E. Normal working hours are 8:00 AM to 5:00 PM, in the time zone local to where Services are performed, Monday to Friday, excluding holidays.
- F. OPSS will be configured to make use of the base application capabilities as defined in the applicable Oracle product documentation. Oracle's attempt to address any gaps will be identified by proposing current system based or business process workarounds.
- G. All interfaces will be performed utilizing configurations included within OPSS.
- H. Data migrations will be managed through the Oracle Migration Center.
- I. Product issues will be reported using the Oracle Service Cloud ("OSvC") portal and will be addressed in accordance with Oracle Support policies.
- J. Issues with the OPSS environment will require a ticket to be created by You through the OSvC portal to allow the Oracle team to address it.
- K. The following are not included in the scope of, or fees for, Services under this exhibit:
  1. Performance testing, tuning, or any management of performance.
  2. Agency information technology, networking, and other hardware activities.
  3. Integrations beyond what is explicitly described in this exhibit.
  4. Code customizations to OPSS.
  5. Data migration assistance beyond the activities described in this exhibit.
  6. Training and Go Live assistance beyond the activities described in this exhibit.
  7. Post Go Live Support beyond the activities described in this exhibit.
  8. Anything not expressly identified in Section 1 above.

**ORACLE ORDERING DOCUMENT**

Oracle America, Inc.  
 500 Oracle Parkway  
 Redwood Shores, CA 94065

<b>Your Name</b>	The Village of Pinecrest	<b>Your Contact</b>	Jason Cohen
<b>Your Location</b>	12645 S Dixie Highway Miami, FL 33156	<b>Phone Number</b>	(305) 234-2121
		<b>Email Address</b>	cohen@pinecrest-fl.gov

**Hardware Devices Ship to Address:**

<b>Name</b>	The Village of Pinecrest	<b>Contact</b>	Jason Cohen
<b>Ship to Address</b>	12645 S Dixie Highway Miami, FL 33156	<b>Phone Number</b>	(305) 234-2121
		<b>Email Address</b>	cohen@pinecrest-fl.gov

**New Subscription**  
 CPQ-3423374

<b>Services Period: 36 months</b>							
<b>Cloud Services</b>	<b>Data Center Region</b>	<b>Quantity</b>	<b>Term</b>	<b>List Fee</b>	<b>Discount %</b>	<b>Unit Net Price</b>	<b>Net Fee</b>
B95766 - Oracle Public Safety Dispatch Command Center System - Workstation	US Government	2	36 mo	28,800.00	54.0	184.00	13,248.00
B95768 - Oracle Public Safety Personal Communication System - Phone	US Government	5	36 mo	3,600.00	54.0	9.20	1,656.00
B95885 - Oracle Public Safety Records Management System - Sworn Officer	US Government	51	36 mo	128,520.00	54.0	32.20	59,119.20
B109338 - Oracle Public Safety Tablet Communication System - Tablet	US Government	10	36 mo	18,000.00	0.0	50.00	18,000.00
B96459 - Oracle Public Safety Vehicle Communication System - Vehicle Outfitted	US Government	40	36 mo	108,000.00	0.0	75.00	108,000.00
B96562 - Oracle Public Safety, GIS powered by ESRI, Basemaps Location Service from ArcGIS Platform - Interface	US Government	1	36 mo	19,800.00	0.0	550.00	19,800.00
B96563 - Oracle Public Safety, GIS powered by ESRI, Geocoding and Routing Location Services from ArcGIS Platform up to 10 workstations total - Interface	US Government	1	36 mo	11,520.00	0.0	320.00	11,520.00
B96646 - Oracle Public Safety Interface, RapidSOS, LEI - Interface	US Government	1	36 mo	0.00	0.0	0.00	0.00
B96691 - Oracle Public Safety Interface, LexisNexis, Coplogic Ethos - Interface	US Government	1	36 mo	5,760.00	54.0	73.60	2,649.60
B97269 - Oracle Public Safety Interface, Kologik, Miami-Dade County, Arrest Forms - Interface	US Government	1	36 mo	5,760.00	54.0	73.60	2,649.60
B98174 - Oracle Public Safety, NCIC powered by Datamaxx, (Up to Quantity) - Sworn Officer	US Government	100	36 mo	14,400.00	0.0	4.00	14,400.00
B98175 - Oracle Public Safety, NCIC powered by Datamaxx, Cloud Connector - Each	US Government	1	36 mo	9,000.00	0.0	250.00	9,000.00
<b>Subtotal</b>				<b>353,160.00</b>			<b>260,042.40</b>

<b>Hardware Device (CPQ-3476527)</b>						
<b>Item</b>	<b>Part Number</b>	<b>Hardware Device Description</b>	<b>Quantity</b>	<b>List Fee</b>	<b>Discount %</b>	<b>Net Fee</b>
1.0	7605786	Oracle Public Safety Tablet 110 with 8 GB RAM, 256 GB storage, and 12.4-inch display, for Vehicle Communication System only	40	0.00	0.0	0.00
2.0	7607026	Dock kit for Oracle Public Safety tablets with tablet casing, dock and cabling, for Vehicle Communication System only	40	0.00	0.0	0.00
3.0	7607027	Vehicle mount kit for Oracle Public Safety tablets, for Vehicle Communication System only	40	0.00	0.0	0.00
4.0	7621648	Oracle Public Safety Tablet 110 Series with case, for Vehicle Communication System only	10	0.00	0.0	0.00
<b>Subtotal</b>						0.00

<b>Other Fees</b>	<b>Quantity</b>	
Hardware Device Freight Fee	130	0.00
<b>Shipping Method: HARDWARE - STANDARD</b>		<b>Other Fees 0.00</b>

<b>Fee Description</b>	<b>Net Fee</b>
<b>Cloud Services Fees</b>	260,042.40
<b>Hardware Device Fees</b>	0.00
<b>Other Fees</b>	0.00
<b>Total Fees</b>	260,042.40

## A. TERMS OF YOUR ORDER

### 1. Applicable Agreement

a. This order incorporates by reference the terms of the Public Sector Agreement for Oracle Cloud Services US-CSA-CPQ-3423374 by and between the Village of Pinecrest and Oracle America, Inc. ("Oracle"), and all amendments and addenda and supplemental terms thereto, including the CJIS STCs specified in section A.2 below, (the "Agreement"). The defined terms in the Agreement shall have the same meaning in this order unless otherwise specified herein.

b. **Linking Language.** You acknowledge and agree that the terms and conditions of this ordering document are contingent upon the execution of the Agreement between the parties on or prior to the last signature date of this ordering document. If the parties do not execute the Agreement on or prior to the last signature date of this ordering document, then this ordering document shall be deemed to have no legal effect, even if executed.

### 2. Applicable Supplemental Terms

Criminal Justice Information Services Supplemental Terms and Conditions ("CJIS STCs") which are attached to the Service Specifications applicable to Cloud Services.

You acknowledge and agree that you have read and understand the CJS STCs which are attached to the Services Specifications for the products and service are being purchased hereunder and which may be accessed at: <http://www.oracle.com/contracts>.

### 3. Service Specifications

The Service Specifications applicable to the Services ordered may be accessed at <http://www.oracle.com/contracts>.

### 4. Payment Terms

Net 30 days from invoice date

### 5. Pricing, Invoicing, and Payment Options

a. In addition to the prices listed in the table(s) above section A, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

b. You understand that you may receive multiple invoices for the products and/or services you ordered.

c. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

### 6. Currency

US Dollars

### 7. Offer Valid through

31-AUG-2024

### 8. Territory

a. You have ordered Hardware Device and Cloud Services specified in the table(s) above section A for use in the United States.

b. The Hardware Device (including but not limited to Public Safety Suite Hardware Components) included on this ordering document shall be installed only in the United States.

### 9. Non-Appropriation

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each 12-month purchase order shall signify to Oracle that all funds for the given 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

## B. TERMS FOR CLOUD SERVICES

The following terms and conditions apply to the Cloud Services specified in the tables above section A.

### 1. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then:

- the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services.

### 2. Payment Frequency

- Cloud Services Payment Frequency: Quarterly in Arrears

### 3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

#### 4. Optional Renewal Period

You shall have the option to renew the same services listed in the table above section A at the same usage limits for one (1) additional 36-month renewal period ("Option Renewal Period") for the **total net fee of \$286,924.28**, which shall be the sum of the following annual amounts:

- Option Year 1 \$95,641.43
- Option Year 2 \$95,641.43
- Option Year 3 \$95,641.43

Professional Services are not included in the Option Renewal Period.

The cloud services listed in the tables above section A may not be renewed at the Option Renewal Period pricing specified above if (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services specified in this ordering document.

### C. TERMS FOR PUBLIC SAFETY SUITE HARDWARE COMPONENTS, HARDWARE DEVICES

You have ordered Hardware Device. The following terms and conditions apply to the Public Safety Suite Hardware Components, and Hardware Devices-specified in the tables above section A.

#### 1. Public Safety Suite Hardware Components and Hardware Device

a. The Public Safety Suite Hardware Components consist of the Cloud Services components included as part of the suite that are specified in the "Hardware Device" table above section A (the "**Public Safety Suite Hardware Components**").

b. You are solely responsible for exercising control and management of the location of each of the Hardware Device (including but not limited to Public Safety Suite Hardware Components). Oracle expressly disclaims any liability or responsibility for (i) the loss or misappropriation of Your Content that is stored on any Hardware Device, regardless of whether such Hardware Device is lost or otherwise misplaced; and (ii) the storage or disposal of the Hardware Device. You must take appropriate measures to securely store and sanitize the Hardware Device prior to releasing such Hardware Device from Your control. In addition, You must ensure the Hardware Devices are securely disposed of by authorized personnel in accordance with the Criminal Justice Information Services Security Policy guidelines, any applicable state laws, local E-waste regulations, state regulations, and guidelines for safe disposal of devices containing lithium batteries.

c. You acknowledge that to operate certain Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the vehicle in which such components are installed must meet a minimum set of requirements as described in the applicable Hardware Device documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable Hardware Device documentation.

#### 2. Commencement Date

For the Hardware Devices (including but not limited to Public Safety Suite Hardware Components), the commencement date shall be the date the applicable Hardware Device is delivered.

#### 3. Payment Frequency

Hardware Device Payment Frequency: One time in full, as of the commencement date

#### 4. Delivery, Installation and Acceptance of Hardware Device

a. Oracle will deliver the Hardware Device (including but not limited to Public Safety Suite Hardware Components) to the ship to address specified above Section A; and acceptance of the Hardware Device (including but not limited to Public Safety Suite Hardware Components) occurs on delivery.

b. The Hardware Device You have ordered will be delivered: DDP; Freight prepaid and charged back via delivery method **HARDWARE - STANDARD**.

You are responsible for installation of the Hardware Device unless You purchase installation services from Oracle for that Hardware Device.

The Village of Pinecrest	Oracle America, Inc.
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Signature Date _____	Signature Date _____

**BILL TO / SHIP TO INFORMATION**

<b>Bill To</b>		<b>Ship To</b>	
Customer Name	The Village of Pinecrest	Customer Name	The Village of Pinecrest
Customer Address	12645 S Dixie Hwy MIAMI FL 33156	Customer Address	12645 S Dixie Hwy MIAMI FL 33156
Contact Name	Jason Cohen	Contact Name	Jason Cohen
Contact Phone	+1 (305) 234-2121	Contact Phone	+1 (305) 234-2121
Contact Email	cohen@pinecrest-fl.gov	Contact Email	cohen@pinecrest-fl.gov