



Q-355566 - USD 34,760.00

# Quotation

**Address:**

Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195

**E-Mail:** sales@magnetforensics.com

**Quote #:** Q-355566-1  
**Issue Date:** 11 Feb, 2025  
**Expires On:** 14 Jun, 2025

**Bill To**

Gordon Angus  
Pembroke Pines Police Department  
City of Pembroke Pines  
9500 Pines Boulevard  
Bldg A  
Pembroke Pines, Florida 33024  
United States  
954 - 743 - 1642  
gangus@ppines.com

**Ship To**

Gordon Angus  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Bldg A  
Pembroke Pines, Florida 33024  
United States  
954 - 743 - 1642  
gangus@ppines.com

**End User**

Gordon Angus  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Bldg A  
Pembroke Pines Florida 33024  
United States  
954 - 743 - 1642  
gangus@ppines.com

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Danielle Moore	(470) 610-6262	danielle.moore@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2  Renewal for Serial Numbers: 82c21ff2d481080a	15 Jun, 2025 to 14 Jun, 2026	USD 34,760.00	1	USD 34,760.00

GK Renewal

Sub-Total USD 34,760.00  
Taxes USD 0.00  
**Grand Total USD 34,760.00**

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

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Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to Danielle Moore at [danielle.moore@magnetforensics.com](mailto:danielle.moore@magnetforensics.com)



## Addendum to Magnet Forensics Quote #Q-355566-1 and End User License Agreement

This ADDENDUM (“Addendum”) dated \_\_\_\_\_, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 (“CITY”), and **Magnet Forensics, LLC.**, a Limited Liability Company with a principal address of **931 Monroe Drive NE, Suite #A102-340, Atlanta, GA 30308** (“VENDOR”). The CITY and VENDOR shall be collectively referred to herein as the “Parties” and individually as a “Party”. The Magnet Forensics Quote #Q-355566-1, the End User License Agreement, and this Addendum shall be collectively referred to herein as the “Agreement”.

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes, as may be amended from time to time. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, CITY will provide VENDOR with proof of tax-exempt status.
2. **Termination.** The Agreement may be terminated by CITY for convenience, upon providing fourteen (14) calendar days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for services performed to termination date including services reasonably related to termination. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.
3. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
4. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR



## City of Pembroke Pines

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further agrees that **VENDOR** will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that **VENDOR** is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. **VENDOR** shall retain sole and absolute discretion in the judgment of the manner and means of carrying out **VENDOR**'s activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of **VENDOR**, which policies of **VENDOR** shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of **VENDOR**'s funds provided for herein. **VENDOR** agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between **VENDOR** and the CITY and the CITY will not be liable for any obligation incurred by **VENDOR**, including but not limited to unpaid minimum wages and/or overtime premiums.
  
6. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes, as may be amended from time to time. **VENDOR** shall comply with Florida's Public Records Law. Specifically, **VENDOR** shall:
  - 6.1 Keep and maintain public records required by the CITY to perform the service;
  - 6.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 6.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, **VENDOR** shall destroy all copies of such confidential and exempt records remaining in its possession after **VENDOR** transfers the records in its possession to the CITY; and
  - 6.4 Upon completion of the Agreement, **VENDOR** shall transfer to the CITY, at no cost to the CITY, all public records in **VENDOR**'s possession. All records stored electronically by **VENDOR** must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.



- 6.5 The failure of **VENDOR** to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the **CITY** may terminate the Agreement in accordance with the terms herein.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[drogers@ppines.com](mailto:drogers@ppines.com)**

7. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, **VENDOR** and **CITY** designate the following as the respective places for giving of notice:

**CITY:** Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

**Copy To:** Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500

**VENDOR:** ATTN: Legal Department  
Magnet Forensics, LLC.  
c/o Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801  
Telephone No.: (470) 610-6262  
Email: [magnetlegal@magnetforensics.com](mailto:magnetlegal@magnetforensics.com)



8. **Confidentiality**. The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
  
9. **Compliance with Laws**. VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
  
10. **Scrutinized Companies**. VENDOR, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended from time to time, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
  - 10.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  
  - 10.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    - 10.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  
    - 10.2.2 Is engaged in business operations in Syria.
  
11. **Employment Eligibility**. VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.
  - 11.1 **Definitions for this Section**.
    - 11.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
  
    - 11.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.



*City of Pembroke Pines*

- 11.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 11.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 11.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
  - 11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - 11.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - 11.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- 12. **Assignment; Amendments.** The Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by VENDOR without the prior written consent of the CITY. For purposes of the Agreement, any change





## City of Pembroke Pines

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of ownership of VENDOR shall constitute an assignment which requires the CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.

13. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.
14. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
15. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
16. **Use of Marks or Likeness.** VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes, as may be amended from time to time. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.
17. **Entire Agreement.** The Parties agree that the Magnet Forensics Quote #Q-355566-1, the End User License Agreement, and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
18. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Magnet Forensics Quote #Q-355566-1, the End User License Agreement, and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
19. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party





## City of Pembroke Pines

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for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.

20. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
21. **Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., as maybe amended from time to time, an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the **VENDOR** represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.
22. **Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., as maybe amended from time to time, nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit, the **VENDOR** represents and warrants that it does not use coercion for labor or services as provided by state law.
23. **Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended from time to time, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, **VENDOR** certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.
24. **Compliance with Foreign Entity Laws.** **VENDOR** (“Entity”) hereby attests under penalty of perjury the following:



*City of Pembroke Pines*

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- 24.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 24.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 24.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 24.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 24.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 24.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SIGNATURE PAGE AND AFFIDAVIT FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

*Sandell J. Goker 3/5/25*

Print Name: SANDELL J. GOKER  
OFFICE OF THE CITY ATTORNEY

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

MAYOR ANGELO CASTILLO

ATTEST:

\_\_\_\_\_

DEBRA E. ROGERS, CITY CLERK

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

CHARLES F. DODGE, CITY MANAGER

**VENDOR:**

**MAGNET FORENSICS, LLC.**

Signed By: DocuSigned by: *Peter Vreeswyk*  
000C1D460BF34DB...

Printed Name: Peter Vreeswyk

Title: CFO

DS

Reviewed by Legal  
Josh Abraham



City of Pembroke Pines

**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 14-Mar-2025

ENTITY: Magnet Forensics, LLC.

SIGNED BY: DocuSigned by:  
*Peter Vreeswyk*  
000C1D460BF34DB...

NAME: Peter Vreeswyk

TITLE: CFO

DS  
Reviewed by Legal  
Josh Abraham



**FW: FSU - Graykey Software license (Magnet Forensics)**

**From** Bulalacao, Maria <mbulacao@ppines.com>  
**Date** Thu 2/20/2025 9:33 AM  
**To** Contracts <contracts@ppines.com>  
**Cc** Angus, Gordon <gangus@ppines.com>; Police Finance <policefinance@ppines.com>

Good morning,

Please see below Chief's approval. Thank you.



**Maria Bulalacao**  
**Finance Coordinator**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Main: 954•743•1801  
Desk 954•743•1675  
[policefinance@ppines.com](mailto:policefinance@ppines.com)



**From:** Vargas, Jose <jvargas@ppines.com>  
**Sent:** Wednesday, February 19, 2025 5:23 PM  
**To:** Barnes, Richard <rbarnes@ppines.com>  
**Cc:** Palant, Jason <jpalant@ppines.com>; Angus, Gordon <gangus@ppines.com>; Police Finance <policefinance@ppines.com>; Schmidt, Jennifer <jschmidt@ppines.com>  
**Subject:** RE: FSU - Graykey Software license (Magnet Forensics)

Approved to work with City Contracts.



**Chief Jose J. Vargas**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office (954) 436-3200  
[jvargas@ppines.com](mailto:jvargas@ppines.com)



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**From:** Barnes, Richard <[rbarnes@ppines.com](mailto:rbarnes@ppines.com)>  
**Sent:** Wednesday, February 19, 2025 10:52 AM  
**To:** Vargas, Jose <[jvargas@ppines.com](mailto:jvargas@ppines.com)>  
**Cc:** Palant, Jason <[jpalant@ppines.com](mailto:jpalant@ppines.com)>; Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>; Police Finance <[policefinance@ppines.com](mailto:policefinance@ppines.com)>; Schmidt, Jennifer <[jschmidt@ppines.com](mailto:jschmidt@ppines.com)>  
**Subject:** FW: FSU - Graykey Software license (Magnet Forensics)

Chief,

The requisition request for renewing our Magnet Forensics Graykey software license is attached for your review and approval. Magnet Forensics.

This advanced-level forensic software allows the Forensic Services Unit to access data on many of the latest cellular devices.

The total cost of this purchase is \$34,760.00. The expense was approved for our current budget (Budget Code 534995 Other Service - IT) for \$38,105.00.

Please note, Chief's approval is required to work with City Contracts for City Commission Approval.

This is approved at my level.

Thank you.



**Assistant Chief Richard Barnes**

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office (954) 743-1672

[rbarnes@ppines.com](mailto:rbarnes@ppines.com)



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**From:** Bulalacao, Maria <[mbulalacao@ppines.com](mailto:mbulalacao@ppines.com)>  
**Sent:** Tuesday, February 18, 2025 11:56 AM  
**To:** Barnes, Richard <[rbarnes@ppines.com](mailto:rbarnes@ppines.com)>  
**Cc:** Schmidt, Jennifer <[jschmidt@ppines.com](mailto:jschmidt@ppines.com)>; Palant, Jason <[jpalant@ppines.com](mailto:jpalant@ppines.com)>; Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>; Police Finance <[policefinance@ppines.com](mailto:policefinance@ppines.com)>  
**Subject:** FW: FSU - Graykey Software license (Magnet Forensics)

Total expenditure is \$34,760.00. Funds were budgeted in account # 001-521-3001-534995-0000-000-0000: Other Svc - IT

**Please note, Chief's approval is required to work with City Contracts for City Commission Approval.**



**Maria Bulalacao**  
**Finance Coordinator**

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Main: 954•743•1801  
Desk 954•743•1675  
[policefinance@ppines.com](mailto:policefinance@ppines.com)



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**From:** Schmidt, Jennifer <[jschmidt@ppines.com](mailto:jschmidt@ppines.com)>

**Sent:** Monday, February 17, 2025 8:56 AM

**To:** Police Finance <[policefinance@ppines.com](mailto:policefinance@ppines.com)>

**Cc:** Palant, Jason <[jpalant@ppines.com](mailto:jpalant@ppines.com)>; Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>

**Subject:** FW: Requisition request for renewing our Magnet Forensics Graykey software license

AC Barnes,

The requisition request for renewing our Magnet Forensics Graykey software license is attached for your review and approval. Magnet Forensics, LLC is an approved city vendor.

This advanced-level forensic software allows the Forensic Services Unit to access data on many of the latest cellular devices.

The total cost of this purchase is \$34,760.00. The expense was approved for our current budget (Budget Code 534995 Other Service - IT) for \$38,105.00.

This purchase is exempt from competitive bid because it involves acquiring copyrighted materials, software licensing, and maintenance products, all formally cited exceptions to the competitive bid requirement.

This is approved at my level.

Thank you,





**Captain Jennifer Schmidt**  
**Investigations Division**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•743•1662



[jschmidt@ppines.com](mailto:jschmidt@ppines.com)

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**From:** Palant, Jason <[jpalant@ppines.com](mailto:jpalant@ppines.com)>  
**Sent:** Monday, February 17, 2025 8:26 AM  
**To:** Schmidt, Jennifer <[jschmidt@ppines.com](mailto:jschmidt@ppines.com)>  
**Cc:** Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>  
**Subject:** FW: Requisition request for renewing our Magnet Forensics Graykey software license

Captain Schmidt,

The requisition request for renewing our Magnet Forensics Graykey software license is attached for your review and approval. Magnet Forensics, LLC is an approved city vendor.

This advanced-level forensic software allows the Forensic Services Unit to access data on many of the latest cellular devices.

The total cost of this purchase is \$34,760.00. The expense was approved for our current budget (Budget Code 534995 Other Service - IT) for \$38,105.00.

This purchase is exempt from competitive bid because it involves acquiring copyrighted materials, software licensing, and maintenance products, all formally cited exceptions to the competitive bid requirement.

Respectfully,



**Sergeant Jason Palant**  
**Special Victims Unit**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•743•1654



[jpalant@ppines.com](mailto:jpalant@ppines.com)

**From:** Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>  
**Sent:** Saturday, February 15, 2025 12:19 PM  
**To:** Palant, Jason <[jpalant@ppines.com](mailto:jpalant@ppines.com)>  
**Subject:** Requisition request for renewing our Magnet Forensics Graykey software license

Sgt. Palant,

The requisition request for renewing our Magnet Forensics Graykey software license is attached for your review and approval. Magnet Forensics, LLC is an approved city vendor.

This advanced-level forensic software allows the Forensic Services Unit to access data on many of the latest cellular devices.

The total cost of this purchase is \$34,760.00. The expense was approved for our current budget (Budget Code 534995 Other Service - IT) for \$38,105.00.

This purchase is exempt from competitive bid because it involves acquiring copyrighted materials, software licensing, and maintenance products, all formally cited exceptions to the competitive bid requirement.

Respectfully,



**Gordon A. Angus**  
Forensic Services Unit Supervisor  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office (954) 743-1642  
Fax (954) 436-3203  
[gangus@ppines.com](mailto:gangus@ppines.com)



Q-318353 - USD 33,105.00

## Quotation



**Address:**  
Magnet Forensics, LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States

**Phone:** 519-342-0195  
**E-Mail:** sales@magnetforensics.com

**Quote #:** Q-318353-3  
**Issue Date:** 28 Mar, 2024  
**Expires On:** 10 Jun, 2024

**Bill To**

Gordon Angus  
Pembroke Pines Police Department  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33024  
US  
954 - 743 - 1642  
gangus@ppines.com

**Ship To**

Gordon Angus  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, Florida 33024  
United States  
954 - 743 - 1642  
gangus@ppines.com

**End User**

Gordon Angus  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines Florida 33024  
United States  
954 - 743 - 1642  
gangus@ppines.com

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
Danielle Moore	(470) 610-6262	danielle.moore@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-AD	GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Excursion Credits Included: 2  Renewal for Serial Numbers: 82c21ff2d481080a	15 Jun, 2024 to 14 Jun, 2025	USD 33,105.00	1	USD 33,105.00

GK Renewal

Sub-Total USD 33,105.00  
Taxes USD 0.00  
**Grand Total USD 33,105.00**

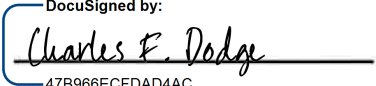
Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

**Terms & Conditions**

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.


Q-318353 - USD 33,105.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

<b>Signature:</b>		<b>Date:</b>	May 6, 2024 ____/____/____
<b>Name (Print):</b>	Charles F. Dodge	<b>Title:</b>	City Manager

Please sign and email to Danielle Moore at [danielle.moore@magnetforensics.com](mailto:danielle.moore@magnetforensics.com)

Approved as to legal form:

  
A563A1DDEFD6417...  
Office of the City Attorney



## END USER LICENSE AGREEMENT

This End User License Agreement (the “**Agreement**”) is a legal agreement between You (or “**CITY**”) (the party who signs this Agreement) and Magnet Forensics respecting Your use of the accompanying Software and is effective as of the date of last signature (the “**Effective Date**”).

### 1 Definitions

- 1.1 “**Confidential Information**” means any information regardless of form or medium, whether tangible or intangible, including any copies or fixations made thereof that is disclosed by discloser, or to which the recipient is provided access by discloser, that is proprietary or confidential to discloser or its affiliated companies, including, without limitation, information that specifies, concerns or is related to discloser’s intellectual property, Software, Documentation, Product, trade secrets, business operations, finances, customers, technical know-how, prototypes, designs, processes, products, services, or the development, testing or commercial exploitation of any of the foregoing that is either specifically identified as confidential prior to or at the time of its disclosure or that would reasonably be considered by a person knowledgeable in the industry to be proprietary or confidential in nature because of legends or other markings on the information, the circumstances of disclosure or the nature of the information itself. **Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of GrayKey and VeraKey Products, information found on the Magnet Forensics support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as “confidential” or “proprietary.”**
- 1.2 “**Documentation**” means the electronic, printed or other form of documents that accompany delivery of the Product that provides information about installation, operation, and use of the Product.
- 1.3 “**Hardware**” means the physical components, devices, or equipment provided to you by Magnet Forensics used for the operation of the Software.
- 1.4 “**License Term**” means the time period identified in Your Quotation or if no such period is identified in Your Quotation then for one (1) year commencing on the date the Software is available to You.
- 1.5 “**Magnet Forensics**” has the meaning set out in Section 12.1.
- 1.6 “**Magnet Software**” means the proprietary software of Magnet Forensics.
- 1.7 “**Perpetual License**” means a license purchased with a perpetual License Term as identified in a Quotation.
- 1.8 “**Product**” means the Magnet Forensics supplied products identified in the Quotation, which may include, Hardware, Software, and Support Services.
- 1.9 “**Quotation**” means the quotation provided to You by Magnet Forensics or a Magnet Forensics authorised reseller outlining the terms, conditions, and pricing details for the licensing of Magnet Hardware, Software, and Support Services.
- 1.10 “**Software**” means the Magnet Software and Third Party Software.
- 1.11 “**Support Services**” means the support services included in the Term License or separately purchased as part of the Perpetual License as indicated on Your Quotation and, in each case, described further in Section 4.1.
- 1.12 “**Term License**” means a license purchased with a non-perpetual License Term as identified in a Quotation.
- 1.13 “**Third Party Software**” means the copyrighted, patented or otherwise legally protected software of third parties (including open-source code components) incorporated into the Software.
- 1.14 “**User**” means a single user who uses the Software as permitted by this Agreement or is otherwise provided access to the Software by You.



## END USER LICENSE AGREEMENT

1.15 “You”, “CITY”, and “Your” means the entity that purchases the license for Software pursuant to this Agreement.

### 2 License Grant

2.1 License. The licensed rights to the Software granted to You by Magnet Forensics are as set out in Schedules A, B, and C (Licensed Rights) to this Agreement, as applicable.

### 3 Fees, Taxes, and Delivery

3.1 Fees. You agree to pay Magnet Forensics all applicable fees identified in the Quotation within thirty (30) days from date of the invoice. Magnet Forensics shall invoice You upon the earlier of: (a) You issuing a purchase order to Magnet Forensics that relates to the Quotation; (b) Your signing the Quotation; and (c) Your written indication, by email or otherwise, of Your approval of the Quotation. If You fail to pay any amount under this Agreement that is due and payable, and such failure remains unremedied for a period of thirty (30) days following written notice of default by Magnet Forensics, in addition to any other rights and remedies available to Magnet Forensics, Magnet Forensics shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes.

3.2 Taxes. You are responsible for all taxes relating to Software and services identified in a Quotation (excluding any taxes based on the income of Magnet Forensics). Unless otherwise indicated, all amounts payable by You under this Agreement are exclusive of any tax, duty, levy, or similar government charge. If You are required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to Magnet Forensics shall equal the amount invoiced or otherwise due.

3.3 Delivery. Software will be provided by electronic means. Title and risk of loss to tangible products such as Equipment pass to you upon delivery, which occurs when Magnet Forensics places them with a carrier for shipment to you, freight prepaid.

### 4 Support Services

4.1 Support Services. Details of support packages can be found at [www.magnetforensics.com/legal/](http://www.magnetforensics.com/legal/).

4.2 Magnet Forensics does not require Your personal data to provide Support Services. If, however, as part of an incident resolution, You wish to provide Magnet Forensics with Your data or information (i.e. video footage, screen shots, case file data), You are solely responsible and liable in connection with the provision of such data to Magnet Forensics, including, without limitation, ensuring that the collection, processing and transfer of such data is in compliance with all applicable laws. Any data You choose to provide to Magnet Forensics in connection with the licensing and/or support of the Software shall be processed and stored in accordance with the confidentiality provisions of this Agreement and the Magnet Forensics Privacy Policy available at <https://www.magnetforensics.com/legal/>.

### 5 Intellectual Property Rights

5.1 License Only. Except for the limited license set forth herein, You do not acquire any intellectual property rights to the Product or Documentation under this Agreement, including, without limitation, any right, title or interest in and to patents, copyrights, trademarks, trade names, industrial designs, Magnet Forensics Confidential Information, or trade secrets, whether registered or unregistered. The Software is licensed and not sold. Any rights not expressly granted under this Agreement are reserved by Magnet Forensics.





## END USER LICENSE AGREEMENT

- 5.2 Feedback. Magnet Forensics shall own all feedback, comments, suggestions, ideas, and concepts that You provide or identify during Your use of the Product and Support Services, and all associated intellectual property rights (collectively the “**Feedback**”). You hereby assign to Magnet Forensics all of Your right, title and interest in Your Feedback. For certainty, Feedback shall not include any of Your data, Confidential Information, or intellectual property.

### 6 Confidentiality

- 6.1 Maintenance of Confidential Information. Subject to applicable law, each party agrees to: (a) keep confidential all Confidential Information disclosed by the other party; (b) only use, reproduce and disclose the Confidential Information to facilitate the use of the Software (in Your case) or support and develop the Software (in Magnet Forensics’ case); and (c) protect the Confidential Information from unauthorized use, reproduction or disclosure in the same manner it protects the confidentiality of similar information of its own, but not less than a reasonable degree of care.
- 6.2 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided that You promptly notify Magnet Forensics in writing, if notification is permitted by law, and use commercially reasonable efforts to assist Magnet Forensics, at Magnet Forensics’ expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.
- 6.3 The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.

### 7 Warranties, Exclusions, Disclaimer

- 7.1 Software Warranty. While Your Support Services are active, Magnet Forensics warrants that the Software shall materially conform to the Documentation. If the Software does not materially conform to the Documentation, and you give Magnet Forensics notice while Your Support Services are active, Magnet Forensics will, at its option, attempt to correct, repair, or replace the Software at no additional cost to You. If Magnet Forensics is unable to correct the Software to conform with the warranty stated herein within thirty (30) days, then upon Your request, Magnet Forensics shall, as your sole and exclusive remedy, refund You: (a) a prorated amount of any unused prepaid license fees if You purchased a Term License; or (b) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.
- 7.2 Viruses, Licenses, Support Services. Magnet Forensics (a) has implemented testing practices consistent with industry standards designed to protect against viruses that may impede the Software; (b) includes fully paid-up licenses to any and all Third Party Software incorporated into the Software; and (c) will perform all Support Services in a good and workmanlike manner consistent with industry standards.
- 7.3 EXCLUSIONS. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE EXCLUSIVE WARRANTIES MADE BY MAGNET FORENSICS TO YOU REGARDING THE PRODUCT, AND YOUR SOLE AND EXCLUSIVE REMEDY RESPECTING ANY DEFECTS, NON-CONFORMITIES OR PROBLEMS WITH THE PRODUCT. EXCEPT AS SET FORTH IN SECTION 7.1 AND 7.2, MAGNET FORENSICS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, PERFORMANCE, FITNESS FOR A





## END USER LICENSE AGREEMENT

PARTICULAR PURPOSE, DURABILITY, ACCURACY, RELIABILITY, NON-INFRINGEMENT, OR ANY OTHER WARRANTY OR CONDITION ARISING BY STATUTE, CUSTOM OR USAGE OF TRADE RELATED TO THE PRODUCT PROVIDED HEREUNDER. To the maximum extent permitted by law, any implied warranties or conditions relating to the Software that cannot be excluded as set out above are limited to thirty (30) days from the date that the Software is delivered to You.

### 8 Limitation of Liability

- 8.1 NOTWITHSTANDING ANY OTHER SECTION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STRICT LIABILITY, STATUTE, LAW, EQUITY, OR OTHERWISE ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY ORDER FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES; (B) LOSS OF PROFITS OR REVENUE (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED); OR (C) LOSS OF TIME, OPPORTUNITY OR ANY DAMAGES RELATING TO THE CORRUPTION OF DATA, LOSS OF THE USE OF DEVICES OR ANY PORTION THEREOF, AND DAMAGES CAUSED BY YOUR FILES, CONNECTED DEVICES, OR DATA COLLECTED BY YOU, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OTHER THAN IN AN ACTION BY MAGNET FORENSICS TO RECOVER PAYMENT OF A PRICE OWED) WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES.
- 8.2 SECTION 8.1 SHALL NOT APPLY TO EITHER PARTY'S LIABILITY IN RELATION TO: (A) INDEMNIFICATION OBLIGATIONS OF EITHER PARTY UNDER SECTION 9 (INDEMNIFICATION) UNDER THIS AGREEMENT; (B) MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (C) BREACHES OF CONFIDENTIALITY UNDER SECTION 6; AND (D) YOUR PAYMENT OBLIGATIONS TO MAGNET FORENSICS, PROVIDED, HOWEVER, THAT MAGNET FORENSICS' CUMULATIVE LIABILITY UNDER SECTION 9.2 RELATING TO THIRD PARTY SOFTWARE SHALL IN NO EVENT EXCEED THE LESSER OF: THREE TIMES (3X) THE AMOUNT PAID BY YOU FOR THE SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES AND ONE MILLION USD (\$1,000,000.00 USD).

### 9 Indemnification

- 9.1 Your Indemnification of Magnet Forensics. You will defend and indemnify Magnet Forensics from and against any third-party claim, cause of action, legal proceeding, cost, award of damages or any other judgment and legal expenses ("Claim") in relation to: (a) any Claim arising from the modification, combination or use of the Software with equipment, software, interfaces, or other materials that are not specifically authorized by Magnet Forensics; and (b) Your collection and use of data resulting from Your use of the Software and any actions You take as a result thereof; and (c) unauthorized use of the Product.
- 9.2 Magnet Forensics Indemnity. Magnet Forensics will defend You from and against any suit brought against you by a third party to the extent the suit alleges that your use of a Product infringes a valid patent in Canada or the United States (an "IP Claim"). Magnet will also pay the damages, costs, and attorneys' fees that are awarded against you in a final, non-appealable court judgment for the IP Claim, or required to be paid by you in a settlement of an IP Claim that Magnet has agreed to in writing. You agree to (i) give prompt notice of the IP Claim to Magnet Forensics; (ii) grant sole control of the defense and settlement of the IP Claim to Magnet Forensics; and (iii) provide reasonable cooperation to Magnet Forensics and, at Magnet Forensics' request and expense, assistance in the defense or settlement of the IP Claim ("Your Indemnification Obligations") and Magnet Forensics shall not be liable to the extent an IP Claim, or portion thereof, is attributable to Your breach of Your Indemnification Obligations. In the event of an IP Claim, Magnet Forensics may, at its option and expense: (a) obtain for You the right to continue to use the Product;



## END USER LICENSE AGREEMENT

(b) substitute a substantially equivalent non-infringing product; (c) modify the Product to make it non-infringing; or if (a), (b), and (c) are not commercially feasible, then (d) terminate Your license and require that You no longer access and use the Product. If Your license is terminated, You must return or destroy the Product and within 30 days of receipt of all of the Product or certification of destruction thereof, Magnet Forensics shall refund You x) a prorated amount of any unused prepaid license fees if You purchased a Term License; or y) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License. The indemnity obligations under this clause do not extend to Claims arising from or relating to: (aa) any modification to the Product or use in combination with any equipment, software, data or any other materials not authorized by Magnet Forensics where the infringement would not have occurred but for such activity; (bb) use of the Product by You in a manner contrary to the terms of this Agreement where the infringement would not have occurred but for such use; (cc) the continued use of the infringing Product after Magnet Forensics has provided substantially equivalent non-infringing software, a non-infringing modification of the Product, or terminated Your license in accordance with this Agreement; or (dd) custom Product developed at Your request while utilizing Your specifications. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THIS AGREEMENT, THE PROVISIONS OF THIS CLAUSE STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF MAGNET FORENSICS AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ACTUAL OR ALLEGED MISAPPROPRIATION, VIOLATION AND/OR INFRINGEMENT OF ANY PROPRIETARY AND/OR INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

- 9.3 Mutual General Indemnity. Each party will defend and hold harmless the other from and against any Claim arising from any of the following: (a) gross negligence, willful misconduct, fraudulent misrepresentation and fraud by a party; (b) bodily injury or death caused by a party; and (c) breach of confidentiality obligations.
- 9.4 Sovereign Immunity. Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

### 10 Term and Termination

- 10.1 Term of Agreement. This Agreement shall survive for one (1) year after the termination or expiry of Your License Term.
- 10.2 Termination for Convenience. You may terminate this Agreement and Your license for Software at any time upon written notice to Magnet Forensics but You will not be entitled to any refund.
- 10.3 Termination for Breach. Either party may terminate this Agreement and any License Term immediately upon notice to the other if: (a) the other party materially breaches a material term or condition of this Agreement which breach remains unremedied for thirty (30) days following written notice thereof by the other party, or immediately if such breach is not capable of remedy; (b) the other party becomes involved in any legal proceeding concerning its solvency, commences liquidation proceedings, has a receiver or administrator appointed for any of its assets, ceases or threatens to cease operations, or otherwise has a serious and reasonable doubt arise respecting its solvency; or (c) if Magnet Forensics determines in its sole discretion that licensing the Product to You would violate applicable laws. If Your License Term is terminated due to breach by Magnet Forensics under (a) above, where Magnet Forensics is the relevant party under (b) above, or by Magnet Forensics in accordance with (c) above, Magnet Forensics shall refund You: (i) a prorated amount of any unused prepaid License fees if You purchased a Term License; or (ii) a prorated amount of any unused prepaid Support Services fees if You purchased a Perpetual License.
- 10.4 Termination/Expiry Obligation. Upon termination or expiry of this Agreement, and, if earlier, termination or expiry of a Term License, free trial or any Beta Period, You shall immediately cease all use and access of the Software and destroy or permanently delete all copies of the Software in Your possession along with any Documentation delivered to You or derivative works made therefrom.



## END USER LICENSE AGREEMENT

- 10.5 Request for Information for Compliance. Upon request of Magnet Forensics, You agree to provide reasonable information on a timely basis to confirm Your compliance with the license rights and restrictions to the Product. Your failure to comply with this Section 10.5 will be deemed to be a material breach of this Agreement.

### 11 Compliance with Export Laws and Ethical Conduct

- 11.1 You shall not export any Product, Documentation, or Confidential Information unless You comply with all applicable international trade laws (“ITR”). Further, You warrant (a) You are not now and have never been on any Restricted Party List or any sanctions list in the countries in which You conduct business; and (b) You understand and abide by ITR laws administered by the country in which You conducts business. You agree not to engage in any action in any way that would cause Magnet Forensics to violate ITR laws of the country in which it conducts business, including providing Magnet Forensics Product, Documentation, or Confidential Information to any person in any country subject to comprehensive sanctions by the U.S., Canada, the UK, EU, the EU member state and Singapore or any person on a Restricted Party List. You agree to indemnify Magnet Forensics to the extent Your actions or inactions have caused Magnet Forensics to violate ITR laws and the ITR of the country in which it conducts business. You agree to maintain a sanctions compliance policy and controls to ensure compliance with the applicable economic sanctions and upon request provide a Magnet Forensics with a copy of such policy.
- 11.2 If the Software is being licensed by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government’s rights in the Software will be only as set forth: (a) in this Agreement; or (b) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (a) or (b) are the more restrictive.
- 11.3 Throughout Your use of the Product, You agree to comply with the Magnet Forensics Business Code of Conduct found at <https://www.magnetforensics.com/legal>. Failure to comply with the Business Code of Conduct may result in the suspension or termination of access to the Software, as outlined in this Agreement.

### 12 Magnet Forensics Entity, Governing Law

- 12.1 “Magnet Forensics” means:
- a) Where Your “Bill To” address identified on the Quotation is in Canada, Magnet Forensics Inc., with an office at 2220 University Avenue East, Suite 300, Waterloo, Ontario, Canada N2K 0A8.
  - b) Where Your “Bill To” address identified on the Quotation is in France, Magnet Forensics SA, with an office at c/o WeWork 33 Rue La Fayette Paris, France 75009.
  - c) Where Your “Bill To” address identified on the Quotation is in Germany, Magnet Forensics GmbH, with a registered office at c/o Eversheds Sutherland (Services) GmbH, Brienner Strabe 12, 80333 Munich, Germany.
  - d) Where Your “Bill To” address identified on the Quotation is anywhere other than in Canada, France, and Germany, Magnet Forensics, LLC, with an office at c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.
- 12.2 Governing Law. . The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.



## END USER LICENSE AGREEMENT

### 13 General Provisions

- 13.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, assurances, warranties, representations, and understandings relating to the subject matter hereof. Your additional or different terms and conditions, whether on Your purchase order or otherwise, shall not apply.
- 13.2 Force Majeure. Neither party shall be deemed to be in default of this Agreement for failure to fulfill its obligations due to causes beyond its reasonable control. This provision shall not be construed as excusing any payment obligations.
- 13.3 Waiver. No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 13.4 Notices. Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand or sent by registered mail, courier, facsimile or electronic mail. For notices to You, Magnet Forensics shall send such notice to Your "Bill To" Address. For notice to Magnet Forensics, You shall send such notice to Attn: Legal Department, Magnet Forensics, with an office at 300 Colonial Center Pkwy, Suite 130, Roswell, GA 30076, United States.
- 13.5 Assignment. You shall not assign or transfer this Agreement (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control) without the prior written consent of Magnet Forensics, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns. Any purported assignment in violation of this Section 13.5 shall be null and void. The Agreement, and any interests herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Magnet Forensics without the prior written consent of the CITY. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
- 13.6 Survival. Section 6 (Confidentiality), Section 8 (Limitation of Liability), Section 9 (Indemnification), and any other provision of this Agreement which by its nature would survive the termination or expiration of this Agreement shall do so.
- 13.7 Electronic Execution. The parties agree to the use of electronic communication in order to enter into this Agreement, Quotations, purchase orders and any other notices or records. You hereby waive any rights or requirements under any laws in any jurisdiction which require an original, non-electronic signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.
- 13.8 Invalidity. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in full force and effect.
- 13.9 Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither Magnet Forensics nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Magnet Forensics will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color,



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gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Magnet Forensics shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Magnet Forensics further agrees that Magnet Forensics will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

- 13.10 Independent Contractor. The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Magnet Forensics is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Magnet Forensics shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Magnet Forensics's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of Magnet Forensics, which policies of Magnet Forensics shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of Magnet Forensics's funds provided for herein. Magnet Forensics agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between Magnet Forensics and the CITY and the CITY will not be liable for any obligation incurred by Magnet Forensics, including but not limited to unpaid minimum wages and/or overtime premiums.
- 13.11 Compliance with Laws. Magnet Forensics hereby warrants and agrees, that at all times material to this Addendum, Magnet Forensics shall perform its obligations in compliance with all applicable federal, state, local laws, rules, and regulations including but not limited to the Florida Information Protection Act as set forth in Section 501.171, Florida Statutes, as may be amended from time to time. Non-compliance may constitute a material breach of the Agreement.
- 13.12 Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. Magnet Forensics shall comply with Florida's Public Records Law. Specifically, Magnet Forensics shall:
- 13.12.1 Keep and maintain public records required by the CITY to perform the service;
  - 13.12.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 13.12.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Magnet Forensics shall destroy all copies of such confidential and exempt records remaining in its possession after Magnet Forensics transfers the records in its possession to the CITY; and
  - 13.12.4 Upon completion of the Agreement, Magnet Forensics shall transfer to the CITY, at no cost to the CITY, all public records in Magnet Forensics' possession. All records stored electronically by Magnet Forensics must be provided to the CITY, upon reasonable request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.





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13.12.5 The failure of Magnet Forensics to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

**IF MAGNET FORENSICS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MAGNET FORENSICS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

13.13 Scrutinized Companies. Magnet Forensics, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

13.13.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

13.13.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

13.13.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

13.13.2.2 Is engaged in business operations in Syria.

13.14 Employment Eligibility. Magnet Forensics certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

13.14.1 Definitions for this Section.

13.14.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

13.14.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

13.14.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.



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- 13.14.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 13.14.2 Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- 13.14.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 13.14.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 13.14.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- 13.15 Access to Records. Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports, and other records directly pertinent to Magnet Forensics' performance pursuant to the Agreement during the term of the Agreement during normal business hours, up to a maximum of once per year, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement.
- 13.16 Attorneys' Fees. In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
- 13.17 Binding Authority. Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- 13.18 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Magnet Forensics and CITY designate the following as the respective places for giving of notice:





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CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500

Copy To: Chief Jose Vargas  
City of Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33025  
Telephone No. (954) 436-3200

Magnet Forensics: ATTN: Legal Department  
Magnet Forensics, LLC  
c/o Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801  
Telephone No.: (470) 610-6262

E-Mail: [magnetlegal@magnetforensics.com](mailto:magnetlegal@magnetforensics.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

**MAGNET FORENSICS**

**CITY OF PEMBROKE PINES POLICE DEPARTMENT**

Per: *Peter Vreeswyk*  
Name: Peter Vreeswyk  
Title: CFO  
Date: 18-Apr-2024

Per: *Charles F. Dodge*  
Name: Charles F. Dodge  
Title: City Manager  
Date: May 6, 2024

Address: 601 City Center Way, Pembroke Pines, FL 33025

DS  
Reviewed by Legal  
Josh Abraham

Approved as to form: *Jacob Horowitz*  
Office of the City Attorney



## END USER LICENSE AGREEMENT

### Schedule A – Licensed Rights for All Products

#### 1 Definitions.

- 1.1 “**Case License**” means the Software is subject to a license fee that is based on granting access to the Software for a single source (i.e. single hard drive or image file).
- 1.2 “**CLS License**” or “**LLS License**” means the Software is subject to a license fee that is calculated based on the number of concurrent usage virtual license Keys identified in the Quotation as available at any one time to be downloaded by Users. CLS (Cloud License Server) virtual license Keys are hosted in an online, cloud-based environment whereas LLS (Local License Server) virtual license Keys are hosted on Your premises.
- 1.3 “**Dongle**” means a USB device provisioned with the Software.
- 1.4 “**Dongle License**” means the Software is subject to a license fee that is calculated per Dongle.
- 1.5 “**Enterprise License**” means the Software is subject to a license fee that is calculated based on a maximum number of Software installs and/or concurrent Users as set out in the Quotation.
- 1.6 “**Instance**” means a copy of the Software that a User is authorized to use. The maximum number of Instances per User are stated in the Quotation.
- 1.7 “**Key**” means the license key provided to You by Magnet Forensics to permit access to and use of the Software to a User.
- 1.8 “**Machine**” means each hardware machine or hardware unit on which the Software is used.
- 1.9 “**Machine License**” means the Software is subject to a license fee that is calculated per Machine.

**2 License Grant.** Magnet Forensics hereby grants to You a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software on Your internal business networks for the number of Users, installs, and/or Instances and License Term indicated in Your Quotation in accordance with the terms set forth in this Agreement and the Documentation. Your license only permits you to possess and use the Software in object code form. For certainty: (a) academic licenses are granted for academic, non-commercial use only; (b) licenses for Magnet AUTOMATE products are licensed on a per ‘control node’ and ‘agent node’ basis; (c) Machine Licenses are solely permitted for use of the Software on the Machine on which such Software is first installed and by the original User; and (d) Dongle Licenses are for use on Machines only (and not for use in cloud or other virtual environments), and cannot be shared between individual Users. For further certainty: (i) Enterprise Licenses, CLS Licenses and LLS Licenses allow for concurrent Users of the Software as indicated in Your Quotation; and (ii) a unique key code is issued for a Case License tied to the original single source, with requirements for additional single sources requiring an add-on purchase. It is Your responsibility to fully comply with all applicable laws in using and handling the Software and any additional third-party license terms applicable to Third Party Software.

**3 Restrictions.** You shall not and shall ensure that Users shall not:

- 3.2 copy, reproduce, or modify the Product or any part thereof, including, but not limited to, combining with other software or hardware other than as authorized by Magnet Forensics in writing;
- 3.3 enhance, improve, alter, create derivative works, reverse engineer, disassemble, deconstruct, impair, translate, decrypt, reverse compile or convert into human readable form the Software or any part thereof;
- 3.4 distribute, lend, assign, license, sublicense, lease, pledge, rent, transfer, sell or otherwise provide access to the Software, in whole or in part, to any third party;
- 3.5 use any Product on a time sharing, service bureau, application services provider (ASP), rental or other similar basis;



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- 3.6 remove, deface, cover or otherwise obscure any proprietary rights notice or identification on the Software;
- 3.7 circumvent or disable copyright protection mechanisms or license management mechanisms;
- 3.8 photograph or record any of the Product's components, whether internal, external or as digitally displayed;
- 3.9 use the Product to provide services to third parties (including technical or training services), or otherwise publicly display or market the Software, for the purposes of Your commercial gain;
- 3.10 use the Product in conjunction with other software or hardware, except as authorized in writing by Magnet Forensics;
- 3.11 use the Product in any unlawful manner or to violate any rights of a third party; or
- 3.12 authorise, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in 1.3.1 – 1.3.6 above, or attempting to do so.

For the purposes of this provision "copy" and "reproduce" shall not include: (A) making additional copies of the Software for Your own use, as long as only one copy may be used at any one time in accordance with the Documentation; or (B) making one back-up copy of the Software.

- 4 **Restrictions Applicable to Consultant Licenses.** Notwithstanding Section 1.3.8, if Your license is identified in a Quotation as a "consultant license", You may use the Software in relation to Your provision of forensic analysis services to a third party for commercial gain, subject to Your compliance with all other terms of this Agreement and the payment of all applicable fees, provided that the following additional restrictions shall apply:
  - 4.2 You shall be solely responsible for Your services, including any use or operation of the Software (both separately or in combination with any other software), to provide such services, and, as Magnet Forensics expressly disclaims all liability for any claims, losses or damages relating to Your services, You agree to indemnify Magnet Forensics against all such claims, losses and damages;
  - 4.3 You shall not permit Your customers to use the Software (with the exception of using the Portable Case functionality);
  - 4.4 You shall not use the Software to provide digital forensics training to third parties (including instructions on how to use the Software), unless You have first obtained Magnet Forensics' express written permission;
  - 4.5 You shall not, whether in an agreement for Your services or otherwise, in any way modify, negate or override any terms and conditions of the protections afforded to Magnet Forensics under this Agreement;
  - 4.6 You shall not engage in deceptive, misleading, illegal or unethical practices that might reasonably be detrimental to Magnet Forensics or its products or services;
  - 4.7 You shall not make any representations, warranties or guarantees about Magnet Forensics or its products and services except as expressly set out in this Agreement; and
  - 4.8 where You wish to publicize, market or otherwise promote the use of the Software in Your services, You must do so in a manner consistent with Magnet Forensics' External Marketing Policy (located at [https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics\\_BrandGuidelines.pdf](https://www.magnetforensics.com/wp-content/uploads/2022/11/MagnetForensics_BrandGuidelines.pdf)) and any other marketing and trademark requirements set out by Magnet Forensics from time to time. Any use of Magnet Forensics' Trademarks shall remain unchanged and give legal notice of such trademark status.
- 5 **Beta Software.** If You have requested use of or have access to Software or features that are identified by Magnet Forensics as pre-commercial, preview release, evaluation, pilot, "alpha", or "beta" software ("Beta Software"), the license rights set out above with respect to Your use of such Beta Software apply



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only to the extent necessary to enable You and the Users to test and provide Feedback to Magnet Forensics regarding the Beta Software. You acknowledge and agree that Magnet Forensics may terminate Your use of Beta Software at any time and may include technical measures in the Beta Software that renders it inoperable and You agree that You will not circumvent such technical measures. You further acknowledge and agree that the Beta Software is provided "AS IS" with none of the representations, warranties, or indemnities provided in the Agreement. In consideration of the grant of license for the Beta Software, You agree that You will provide Magnet Forensics with Feedback on Beta Software as Magnet Forensics reasonably requests without any compensation.

- 6 Trial Licenses.** If Your License is indicated as a Trial License on the Quotation ("Trial License"), the license rights set out above with respect to Your use of such Trial License apply only for the time period authorized by Magnet Forensics ("Trial Period") and solely to the extent necessary to enable You and the Users to test the Product in order to identify if the Product is suitable for purchase from Magnet Forensics. Additionally, the Product underlying the Trial License or delivered to you as a Free Tool is provided "AS IS" with none of the representations, warranties or indemnities provided in the Agreement. Notwithstanding the Trial Period, Magnet Forensics may terminate Your Trial License at any time and require that You cease using the Software.



## END USER LICENSE AGREEMENT

### Schedule B – Additional VeraKey Terms and Conditions

#### 1 Definitions.

- 1.1 “**Authorized Country**” means a country in which Magnet Forensics has authorized use of the VeraKey as set out in the Documentation.
- 1.2 “**Authorized User(s)**” means employees who are authorized by You to access or use the Product and Software. You agree to limit the number of Authorized Users to those employees who perform extractions in the normal course of their employment.
- 1.3 “**Authorized Device**” means mobile devices (a) owned and controlled by you; (b) if you are retained to perform an Investigation by a third party, owned by such third party; or (c) owned by an individual that has expressly, voluntarily, and specifically authorized you in writing, without coercion or threat of reprisal, to perform an Extraction of their mobile device.
- 1.4 “**Extraction**” means the use of the Product to extract data from an Authorized Device.

#### 2 License Restrictions. If You are licensing the VeraKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

- 2.1 You may only use the VeraKey Product in an Authorized Country for Extractions on Authorized Devices in aid of an official investigation of corporate malfeasance including (a) fraud, (b) bribery, (c) theft, (d) antitrust violation, (e) sabotage, (f) breach of confidentiality obligations, (g) securities violation, (h) IP infringement or misappropriation of intellectual property, (i) as part of or in response to an official government investigation or request for product of documentation (FDA, SEC, FTC, OSHA, etc.), (j) as part of a legally compelled production of documents by a court of competent jurisdiction, (k) in defense of a criminal charge filed in a court of competent jurisdiction, where such investigation is made in response to an official complaint supported by reasonable evidence (each, an “Investigation”) and for no other purpose (“Authorized Extraction(s)”). You agree not to use the Product to screen, audit, spot-check, or otherwise discover instances of corporate malfeasance or violation of corporate policy. Prior to performing an Extraction, Magnet Forensics may require that you or your Authorized User(s) certify that the contemplated Extraction meets the above definition of an Authorized Extraction. You warrant that any certification materials submitted as part of Your Authorized Extraction certification responsibilities are true and correct in all material respects.
- 2.2 To the extent legally practicable, Authorized Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Authorized Devices.
- 2.3 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User’s employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.
- 2.4 You agree to designate an employee with senior management and oversight responsibilities within your organization to act as Your “Primary Authorized User.” The Primary Authorized User will be notified each time an extraction is performed on the device and shall supervise use and security of the Product and Software. You agree to require the Primary Authorized User, as part of their employment obligations, to monitor the use of and ensure the security of the Product. The Primary Authorized User is not permitted to perform Extractions. You shall notify Magnet Forensics in writing the name and user information associated with the Primary Authorized User, and within thirty (30)



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calendar days following a change of the Primary Authorized User's employment status such that the Primary Authorized User ceases to be tasked by the Licensee to oversee the use and security of the Product and Software.

- 2.5 You will conduct, at your expense, background checks on your employees (including but not limited to Authorized Users) and those of your agents and subcontractors who will have access (whether physical, remote, or otherwise) to Magnet Products or Software. You will not permit your employees, agents, or an (including the personnel of any of its agents or subcontractors) that have been convicted of a felony crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony crime to have access to: (a) Magnet Forensics Confidential Information; (b) the secure environment in which the Product is stored; (c) the Product, the Software, or any associated materials.
- 2.6 You covenant and agree to keep the Product in a physically secure environment at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.
- 2.7 Magnet Forensics may use third-party monitoring tools to ensure that You comply with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

**3 Warranty Disclaimer.** Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that the Authorized Device may become damaged and/or Authorized Device data may be unrecoverable when used with the Product or Software, in particular for Authorized Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Authorized Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on an Authorized Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

#### **4 Violations of License Restrictions.**

- 4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule B.
- 4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

**5 Heightened Confidentiality Obligations.** The VeraKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the VeraKey Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein,





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at all times exercising the highest duty of care. Receiving Party agrees to restrict access to VeraKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the VeraKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

- 6 Excess Use of Licenses.** If You use the Product in excess of the license quantities or levels stated in Your Quote, Magnet Forensics reserves the right to invoice You for such excess use based on the then current list price of the minimum add-on package required to bring Your use into compliance and you agree to pay such invoice in accordance with Section 3 of the Agreement.





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### Schedule C – Additional GrayKey Terms and Conditions

#### 1 Definitions.

- 1.2 “**Authorized Location**” means the authorized physical locations specified in the Quotation or that Licensee has otherwise registered with Magnet Forensics and that Magnet Forensics has approved in writing.
- 1.3 “**Authorized User(s)**” means collectively, employees, agents or contractors who are authorized by You to access or use the Product and Software.
- 1.4 “**Device**” means a mobile device.
- 1.5 “**Extraction**” means the use of the Product to extract data from a Device.

#### 2 License Restrictions. If You are licensing the GrayKey Product, as identified in Your Quotation, You agree to the following additional restrictions in addition to the license rights and restrictions set out in Schedule A of this Agreement:

- 2.1 Only Authorized Users who have obtained any necessary consents and approvals are permitted to access and use the Product or Software in connection with any Extractions. You shall notify Magnet Forensics in writing the name and user information associated with each Authorized User, and within thirty (30) calendar days following a change of an Authorized User’s employment status such that the Authorized User ceases to be authorized by You to access or use the Product and Software either through ceasing to be employed by You or a change in his or her position within the Your organization such that he or she is no longer authorized to access or use the Product and Software.
- 2.2 To the extent legally practicable, Devices must remain in Your possession and control until after the software agent employed by the Product has been successfully uninstalled from such Devices.
- 2.3 If Your use of the Product is restricted to the Authorized Location identified in Your Quotation, You covenant and agree to keep the Product in a physically secure environment within the Authorized Location at all times, and to take all necessary precautions to restrict use of the Product to Authorized Users. You acknowledge and agree that for the Product to function properly in online mode, the Product must be connected to the Internet.
- 2.4 Magnet Forensics may use third-party monitoring tools to ensure that You are in compliance with the foregoing restrictions. You acknowledge that Your use of the Product may be subject to additional terms and conditions as set by the third-party responsible for such tools.

#### 3 Warranty Disclaimer. Notwithstanding Section 7.1 of the Agreement, You acknowledge and agree that the Software is provided AS-IS and without any warranty of any kind. Further, You acknowledge that all case stakeholders are aware of and understand the associated risk that a Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. You further understand that not all permutations of Device software, software builds, states, and usage profiles have been tested by Magnet Forensics. Before utilizing the Product and Software on a Devices under any of the above conditions, please consult Magnet Forensics through the customer support portal. You release Magnet Forensics from all liability associated with damage to a mobile device or corruption of mobile device data resulting from the use of the Software or the Product.

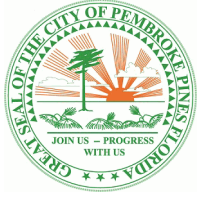


## END USER LICENSE AGREEMENT

### 4 Violations of License Restrictions.

- 4.1 Section 8.1 of the Agreement (Limitation of Liability) shall not apply to damages arising from Your violation(s) of Schedule A - Section 3 and this Schedule C.
- 4.2 In addition to the termination rights set out in Section 10 of the Agreement (Termination), Magnet Forensics may terminate this Agreement and suspend Your License, at its sole discretion and option, without notice and without refund or reimbursement if You violate any material term or condition of this Agreement.

**5 Heightened Confidentiality Obligations.** The GrayKey Product, along with its associated Documentation, are sensitive technologies whose Confidential Information requires the highest duty of care. You, Your employees, Your agents who require access in order to perform hereunder, and all final users of the GrayKey Products (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Magnet Forensics' rights therein, at all times exercising the highest duty of care. Receiving Party agrees to restrict access to GrayKey Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Magnet Forensics. Further, Receiving Party acknowledges and agrees that due to the unique nature of the GrayKey Products, there can be no adequate remedy at law for any breach of its obligations under this Section 5 related to such Products, that any such breach will cause irreparable and continuing damage to Magnet Forensics and, therefore, that upon any such breach or any threat thereof, Magnet Forensics shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 17.**

**File ID:** 24-0405

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 04/22/2024

**Short Title:** Contracts Database Report - May 1st, 2024

**Final Action:** 05/01/2024

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) Dr. Joanne Nemiroff, LLC. - School Psychologist - Renewal

(B) Magnet Forensics - Graykey Software License - Renewal

(C) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

(D) Nalco Company, LLC. - Purchase and Delivery of Potassium Phosphate - Renewal

(E) TA Golf Sales, LLC - Operation of the Pembroke Lakes Golf Course Pro Shop - Renewal

**ITEM (F) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(F) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate 40% - Non-Renewal

**\*Agenda Date:** 05/01/2024

**Agenda Number:** 17.

**Internal Notes:**

**Attachments:** 1. Contract Database Report - May 1st, 2024 (final), 2. A. Dr. Joanne Nemiroff, LLC. - School Psychologist (AB), 3. B. Magnet Forensics, LLC - GrayKey Software License (all back-up), 4. C. Morton Salt - Purchase of Sodium Chloride (Solar Salt) (AB), 5. D. Nalco Company, LLC - Purchase of Potassium and Phosphate (NALCO 7396) (AB), 6. E. TA Golf Sales - License A for

**Agenda Request Form Continued (24-0405)**

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Operation of Golf Pro Shop (all backup), 7. F. Hawkins Water Treatment Group - Purchase of Amonia Sulfate 40% (AB)

**Related Files:**

1	City Commission	05/01/2024	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
			Aye: - 4	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, and Commissioner Schwartz
			Nay: - 0	

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**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Dr. Joanne Nemiroff, LLC. - School Psychologist - Renewal**

1. On March 8, 2023, the City entered into an Agreement with Dr. Joanne Nemiroff, LLC. for the provision of school psychologist services for the City's Charter Schools, for an initial one (1) year period, which expires on June 30, 2024.
2. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year periods upon mutual consent, evidenced by written Amendments extending the term thereof.
3. The City's Charter Schools is requesting approval of the City Commission to increase the hourly rate from \$60.00 to \$65.00 and to increase the annual compensation amount not to exceed from \$24,000.00 to \$26,000.00.
4. The City's Charter Schools recommends that the City Commission approve this First Amendment to increase the hourly rate to \$65.00 and the annual compensation amount to \$26,000.00, and to renew the term for an additional one (1) year period, which shall commence on July 1, 2024, and naturally expire on June 30, 2025, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

**Agenda Request Form Continued (24-0405)**

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- a) **Renewal Cost:** \$26,0000 (\$65 p/h for 400 hours)
- b) **Amount budgeted for this item in Account No:** \$26,000 in account # 173-569-5061-531310-6130-310-0000
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(B) Magnet Forensics - Graykey Software License - Renewal**

1. On March 24th, 2021, the City entered into an End User License Agreement (“EULA”) with Grayshift, LLC for an initial one (1) year period, commencing on March 26, 2021, and expiring March 25, 2022, and for a contract value of \$18,075.
2. Grayshift, LLC provides the City’s Police Department with software to aid investigators in the forensic examination of smartphone devices. This software is critical for the identification, location, and collection of forensic evidence and is crucial to police department investigative activities.
3. The End User License Agreement does not expire unless terminated. Section 12. of the original EULA, authorizes renewal of the software license for additional terms pursuant to each Quote.
4. On June 8th, 2022, the Parties executed an amended EULA to incorporate new software features, and to renew the software license pursuant to Quote Q-12103-4, at a cost of \$27,995, for an additional, one (1) year period, originally set to expire on May 31st, 2023, and extended by Grayshift to June 15, 2023.
5. On May 31st, 2023, following approval by the City Commission on March 15th, 2023, the Parties renewed the term of the agreement through payment based on City’s Purchase Order issued pursuant to Quote Q-21360.1, at a cost of \$30,795, for an additional, one (1) year period, which will expire on June 14, 2024.
6. Effective October 2023, Grayshift, LLC merged with, and changed its name to Magnet

Agenda Request Form Continued (24-0405)

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Forensics, LLC.

7. The Police Department recommends that the City Commission approve renewal of the license under the newly formatted EULA reflecting the change in company name, and for the one (1) year renewal term commencing on June 15, 2024, and expiring on June 14, 2025, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$33,105.00
- b) **Amount budgeted for this item in Account No:** Funds were budgeted in Account 001-521-3001-534995-0000-000-0000- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(C) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal**

1. On June 16, 2021, the City Commission approved to purchase Sodium Chloride (Solar Salt) from Morton Salt, Inc. utilizing the CO-OP Agreement for an initial one (1) year period, which expired on May 30, 2022.
2. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.
3. To date, the City of Pembroke Pines Commission has approved to continue to purchase Sodium Chloride from Morton Salt, Inc. up to May 30, 2024.
4. The City of Boca Raton, as the Lead Agency, has renewed the agreement for an additional one (1) year period which will expire on May 30, 2025.
5. The Utilities Division recommends that the City Commission approve the rate increase from \$169.62/ton to \$174.62/ton, and the continued purchase of Sodium Chloride for an additional one (1) year period which shall naturally expire on May 30, 2025.

**FINANCIAL IMPACT DETAIL:**



**Agenda Request Form Continued (24-0405)**

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- a) **Renewal Cost:** \$139,696 (800 Tons x \$174.62/Tn)
- b) **Amount budgeted for this item in Account No:** \$8,481.00 is available on PO# 20240275 and \$5,754.50 is available in Account No. 471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Upon Commission's approval, a Budget Adjustment of \$20,691.00 will be moved from Account No. 471-535-6022-552430-000-0000-0000- (Operating chemicals).
- d) **2-year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$34,924.00	\$104,772.00
Net Cost	\$34,924.00	\$104,772.00

- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(D) Nalco Company, LLC. - Purchase and Delivery of Potassium Phosphate - Renewal**

1. On July 26, 2015, the City entered into an Agreement with Nalco Company, LLC. for the provision of potassium phosphate (nalco 7396), for an initial one (1) year period, which expired May 31, 2016.
2. Section 2.2 of the Original Agreement, as amended, allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.
3. On June 21, 2016, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period which expired on May 31, 2017.
4. On September 14, 2016, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a rate of one dollar and 44/100 cents (\$1.44) per pound for shipments of 44,999 pounds or less.
5. On October 17, 2017, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on May 31,

Agenda Request Form Continued (24-0405)

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2018.

6. On February 22, 2018, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on May 31, 2019.

7. On September 25, 2018, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 50/100 cents (\$1.50) per pound for loads under 1,000 pounds and one dollar and 44/100 cents (\$1.44) per pound for loads above 1,000 pounds.

8. On March 19, 2019, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on May 31, 2020.

9. On June 19, 2019, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to increase the rates to one dollar and 58/100 cents (\$1.58) per pound for loads under 1,000 pounds and one dollar and 51/100 cents (\$1.51) per pound for loads above 1,000 pounds.

10. On May 6, 2020, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 63/100 cents (\$1.63) per pound for 275-gallon totes, and one dollar and 56/100 cents (\$1.56) per pound for bulk loads, and renew the term for an additional one (1) year period, which expired on May 31, 2021.

11. On April 21, 2021, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 69/100 cents (\$1.69) per pound for 275-gallon totes, and to renew the term for an additional one (1) year period, which expired on May 31, 2022.

12. On May 18, 2022, the Parties executed the Tenth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 89/100 cents (\$1.89) per pound delivered in 3,712lbs, and to renew the term for an additional one (1) year period, which expired on May 31, 2023.

13. On May 22, 2023, the Parties executed the Eleventh Amendment to the Original Agreement, as amended, to remove in its entirety the fuel energy surcharge of forty-five cents (\$0.45) per pound, furthermore, the Parties desire to increase the rate to two dollars and 49/100 cents (\$2.49) per pound delivered, and to renew the term for an additional one (1) year period, which expires on May 31, 2024.

14. The Utilities Department recommends that the City Commission approve this Twelfth Amendment to the Original Agreement, as amended, to increase the rate to \$2.74 per pound delivered, and to renew the term for an additional one (1) year period which shall commence on June 1, 2024, and naturally expire on May 31, 2025, as allowed by the agreement.

**Agenda Request Form Continued (24-0405)**

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**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** \$91,496.82 (33,393 Lbs. x \$2.74)
- b) **Amount budgeted for this item in Account No:** \$28,612.59 is available on current PO# 20240406 with Nalco for these services and \$7,638.46 is available in Account No. 471-533-6031-552430-0000-000-0000- (Operating chemicals). The prorated amount for the remainder of the current fiscal year from June 1, 2024, to September 30, 2024, is \$30,498.94.
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **2-year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$30,498.94	\$60,997.88
Net Cost	\$30,498.94	\$60,997.88

- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

**(E) TA Golf Sales, LLC - Operation of the Pembroke Lakes Golf Course Pro Shop - Renewal**

1. On August 9th, 2023, the City entered into a License Agreement with TA Golf Sales, LLC for an initial one (1) year period, commencing on August 9th, 2023, and expiring on August 8th, 2024.
2. TA Golf Sales, LLC operates the Pro Shop at the Pembroke Lakes Golf Course including but not limited to supervising the retail business of the Pro Shop and maintaining for sale a first-class stock of merchandise.
3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2), successive, one (1) year renewal periods upon mutual consent, evidenced by a written Amendment.
4. The Recreation and Cultural Arts Department recommends that the City Commission approve this First Amendment for the first, one (1) year, renewal term, commencing on August 9th, 2024, and expiring on August 8th, 2025, as allowed by the Agreement.

Agenda Request Form Continued (24-0405)

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**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Revenue:** \$15,900 (Estimated Amount)
- b) **Amount budgeted for this item in Account No:** \$15,900,  
001-000-7006-362025-0000-000-0000- Commission - Pro Shop
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **1-year projection of the operational revenue from the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

**(F) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate 40% - Non-Renewal**

1. On March 23, 2022, the City entered into an Agreement with Hawkins Water Treatment Group, Inc. for the provision of ammonia sulfate 40% for the City's Water Treatment Plant, for an initial one (1) year period, which expired on March 22, 2023.
2. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
3. On March 28, 2023, the Parties entered into the First Amendment to the Original Agreement, to extend the term for an additional ninety (90) days, which expired on June 21, 2023.
4. On June 14, 2023, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the total compensation from twenty-two thousand, seven hundred fifty dollars and 00/100 cents (\$22,750.00) to thirty-three thousand, two hundred fifty dollars and 00/100 cents (\$33,250.00) effective June 21, 2023, and to renew the term for an additional period, which expires on June 21, 2024.
5. The Utilities Department will not renew the agreement and it is working and negotiating a new contract for these services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/10/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. San Francisco CA Office 425 Market Street Suite 2800 San Francisco CA 94105 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Graynet Topco, LP Magnet Forensics, LLC 931 Monroe Dr Suite A102-340 Atlanta GA 30308 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Continental Insurance Company	35289	INSURER B: Continental Casualty Company	20443	INSURER C: AXIS Surplus Insurance Company	26620	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: AXIS Surplus Insurance Company	26620														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570103562421      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7039708349	06/24/2023	06/01/2024	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person)      \$15,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7039708352 Automobile Liability	06/24/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			7039708366 Umbrella Liability SIR applies per policy terms & conditions	06/24/2023	06/01/2024	EACH OCCURRENCE      \$10,000,000 AGGREGATE      \$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
C	Cyber Liability			P00100119143401	06/24/2023	06/01/2024	Limit (1)      \$5,000,000

Certificate No : 570103562421

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Graynet, LP Magnet Forensics, LLC 931 Monroe Dr, Suite A102-340 Atlanta GA 30308 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center; font-family: cursive;">                     Aon Risk Insurance Services West, Inc.                 </div>
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VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
5204	GRAYSHIFT, LLC	459322	05/01/2023	\$30,795.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/05/2023	INV02530	GrayKey License - Advanced PO #: 20231126 - Police	\$30,795.00



City of Pembroke Pines  
 601 City Center Way  
 Pembroke Pines, FL 33025  
 Accounts Payable: (954) 450-1071

Vendor Number      Check Number      Check Date  
 5204                      459322                      05/01/2023

\*\*\* Thirty Thousand Seven Hundred And Ninety-Five Dollars And Zero Cents \*\*\* **\$30,795.00**

Pay To                      GRAYSHIFT, LLC  
 The  
 Order Of

**FILE COPY  
 NON-NEGOTIABLE**





City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 33025  
Accounts Payable: (954) 450-1071

**Forwarding Service Requested**

GRAYSHIFT, LLC  
P.O. BOX 737312  
DALLAS, TX 75373

459322

#133254

RECEIVED

APR 06 2023

City of Pembroke Pines  
Police Finance

PO # 20231124

# INVOICE



**Bill To:**  
Pembroke Pines Police Department (FL)  
9500 Pines Boulevard BLDG A  
Pembroke Pines, FL 33024  
United States

**Invoice Date**  
04/05/2023

Grayshift LLC  
931 Monroe Drive NE  
Suite A102-340  
Atlanta, Georgia 30308  
United States  
Office: 833-472-9539

**Ship To:**  
Pembroke Pines Police Department (FL)  
9500 Pines Boulevard  
BLDG A  
Pembroke Pines, FL  
33024  
United States

**Invoice Number**  
INV02530

**REFERENCE #:**  
PO 20231126

TIN: 813806753  
DUNS number: 081045174  
CAGE Code: 7R0W9

**Customer ID**  
C00413

**Due Date:**  
05/05/2023

Description	Quantity	Unit Price	Amount
GrayKey License - Advanced	1	30,795.00	\$ 30,795.00
Subtotal			\$30,795.00
Tax			\$0.00
Total			\$30,795.00
Currency			USD

**RECEIVED BY:**

SIGNATURE: [Signature]  
DATE: 04/11/23 ID #: 968  
PRINT NAME: Gordon Angus

**APPROVED FOR PAYMENT:**

[Signature]  
DATE: 4/13/2023

**REQUESTED PAYMENT VERIFIED BY:**

[Signature]  
Claire Claridge  
DATE: 4/13/23

Carlos Bermudez

**NOTICE: NEW REMIT TO AND BANK INFORMATION. PLEASE UPDATE YOUR RECORDS.**

**For Check Payments:**  
Grayshift LLC  
P.O. Box 737312  
Dallas, TX 75373-7312

**For ACH Payments:**  
ABA: 072000326  
Account: 915239880

**For Wire Payments:**  
ABA: 021000021  
Account: 915239880  
SWIFT Code: CHASUS33

**Bank Address**  
JPMorgan Chase  
270 Park Avenue  
New York, NY 10017

PLEASE SEND ANY QUESTIONS OR PAYMENT INFORMATION TO BILLING@GRAYSHIFT.COM



**GRAYSHIFT**

**Grayshift LLC**  
931 Monroe Drive NE Suite A102-340  
Atlanta, GA 30308  
USA  
Phone: +1 (833) 472-9539

**Quote Number:** Q-21360-1  
**Created Date:** 1/4/2023  
**Expiration Date:** 4/4/2023  
**Contract Start Date:** 6/15/2023

**CAGE Code:** 7R0W9  
**DUNS Number:** 081045174  
**NAICS:** 511210

**Ship To**  
Gordon Angus

**Bill To**  
Gordon Angus  
Pembroke Pines Police Department (FL)  
9500 Pines Boulevard  
Pembroke Pines, Florida 33024  
United States  
gangus@ppines.com

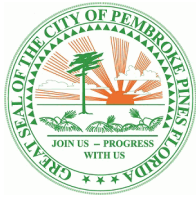
This license will be digitally delivered.

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Danielle Moore	dmoore@grayshift.com	Digital	Net 30

**All prices below are in U.S. Dollar**

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125  Renewal for Serial Numbers: 82c21ff2d481080a	6/15/2023	6/14/2024	GKL-ONF-AD	1.00	30,795.00	30,795.00

**TOTAL: USD 30,795.00**



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 5.

**File ID:** 23-0175

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/02/2023

**Short Title:** Graykey Forensics Software License

**Final Action:** 03/15/2023

**Title:** MOTION TO APPROVE THE POLICE DEPARTMENT'S ONE YEAR RENEWAL OF ITS GRAYKEY FORENSIC SOFTWARE LICENSE IN THE AMOUNT NOT TO EXCEED \$30,795 FROM THE GRAYSHIFT, LLC. CORPORATION, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I).

\*Agenda Date: 03/15/2023

Agenda Number: 5.

**Internal Notes:** Please contact Sgt. Jason Palant for any additional information.

**Attachments:** 1. Graykey End User License Agreement signed June 2022, 2. Graykey renewal Quote 2023

1	City Commission	03/15/2023	approve	Pass
	<b>Action Text:</b> A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

MOTION TO APPROVE THE POLICE DEPARTMENT'S ONE YEAR RENEWAL OF ITS GRAYKEY FORENSIC SOFTWARE LICENSE IN THE AMOUNT NOT TO EXCEED \$30,795 FROM THE GRAYSHIFT, LLC. CORPORATION, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I).

### PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the

**competitive bid and competitive proposal requirements of this section:"**

**- Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"**

**- Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"**

**- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

**- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

**- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On April 2021, the Police Department made its first purchase of a one year GrayKey forensic software license in the amount of \$18,075.
2. On June 2022, the Police Department made renewal for an additional one year purchase of the license in the amount of \$27,995. The renewal price was increased due to the increase in available features.
3. GrayKey software is a product that aids investigators in the forensic examination of smartphone devices. This software is critical for the identification, location, and collection of forensic evidence and is crucial to police department investigative activities.
4. This request is for a one year renewal of a GrayKey forensic software license. Renewal of the license will allow the Police Department continued access to the GreyKey software.
5. Due to the increase in available features the price of GrayKey under this renewal request is \$30,795.
6. The terms and conditions of the agreement have been reviewed to form by the City Attorney's Office.
7. Request Commission to approve the Police Department's one year renewal of it's Graykey Forensic Software license in the amount not to exceed \$30,795 from the Grayshift LLC, Corporation, pursuant to Sections 35.18(C)(7)(h) and 35.18(C)(7)(i).

**FINANCIAL IMPACT DETAIL:**

- A) **Initial cost:** \$30,795
- B) **Amount budgeted for this item in Account No:** Upon approval, funds will be budgeted for this item in 001-521-3001-534995-0000-000-0000 - Other Svc - IT
- C) **Source of funding difference, if not fully budgeted:** Not applicable
- D) **5 year projection of the operational cost of the project:** This renewal agreement is for a one year period and will be re-evaluated on a yearly basis.
- E) **Detail of additional staff requirements:** Not applicable.

**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.





City of Pembroke Pines

**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	City Attorney, City Manager and City Clerk.	<b>From:</b>	Contracts Division	<b>Date:</b>	06/02/2022
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Attached please find for your final review and execution an Agreement between the City of Pembroke Pines (City) and Grayshift, LLC. This Agreement is for a one (1) year period which shall commence on June 1<sup>st</sup>, 2022, and naturally expire on May 31<sup>st</sup>, 2023. Grayshift, LLC will provide the City's Police Department with the Graykey Forensic Software License. This Agreement was approved by the City Commission on June 1<sup>st</sup>, 2022.

<b>Company:</b>	Grayshift, LLC
<b>Contract Purpose:</b>	Graykey Forensic Software License
<b>Contract Description:</b>	To provide the City's Police Department with the Graykey Forensic Software License.

<b>Agreement Type:</b>	Amendment	<b>Effective Date:</b>	06/01/2022
<b>Contract Type:</b>	Software License	<b>Commencement Date:</b>	06/01/2022
<b>Financial Impact:</b>	Expense	<b>Expiration Date:</b>	05/31/2023
<b>Contract Value:</b>	\$27,995.00	<b>Renewal Options:</b>	None
<b>Contract Value Description:</b>	The Contract Value of \$27,995.00 is the total annual amount for this License.		
		<b>Notice Period:</b>	150
		<b>Notice Date:</b>	01/01/2023

<b>Department:</b>	Police	<b>For Commission Review:</b>	Yes
<b>Contract Manager:</b>	Paul Mallin	<b>Approved by Commission:</b>	Passed
<b>Procurement Method:</b>	Not Applicable	<b>Commission Date:</b>	06/01/2022
<b>Procurement Summary:</b>	See Commission Approval.	<b>Final Motion:</b>	See Additional Notes Below
<b>Account Coding(s):</b>	001-521-3001-534995-0000-000-0000 - Other Svc - IT	<b>Reason For Commission Review:</b>	Contract value exceeds \$25,000
		<b>Insurance Required:</b>	N/A
		<b>Bonds Required:</b>	N/A


<b>Reviewed by Dept. Head:</b>	Not Applicable
<b>Procurement Approval:</b>	Not Applicable

**Additional Notes:** MOTION TO APPROVE THE POLICE DEPARTMENT'S ONE YEAR RENEWAL OF ITS GRAYKEY FORENSIC SOFTWARE LICENSE IN THE AMOUNT OF \$27,995 FROM GRAYSHIFT, LLC.

**Attachments**

- Agreement, Signed by Vendor
- Quote
- Commission Approval

**Agreement Cover Memo Reviewed by:**

X  DocuSigned by: \_\_\_\_\_ June 7, 2022  
71789BDA54EC4E3...  
Oniel Garcia Date

**GRAYSHIFT, LLC**

**END USER LICENSE TERMS**

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE "PRODUCT") CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

THIS PRODUCT CONTAINS CERTAIN SOFTWARE ("SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I AGREE" AND DO NOT USE THE SOFTWARE. YOUR CLICKING "I AGREE" OR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

1. **ENTIRE AGREEMENT.** The parties hereby agree that all rights connected to the use of the Software by the Licensee are governed exclusively by the terms and conditions set out in this Agreement and shall prevail over any additional, different, or conflicting terms and conditions contained in any pricing statement from Grayshift for the Product ("Quote"), bid package, or other communication or document relating to this Agreement. Acknowledgement, whether express or implied, by either party of the other party's bid packages, Quotes, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party. This Agreement may be amended only by a writing executed by both parties.

2. **ACCEPTANCE AND DELIVERY.** Software will be provided by electronic means. Acceptance of Software ("Acceptance") shall be automatic upon the successful completion of Grayshift's standard installation procedures on the Product.

3. **LICENSE GRANT.** Subject to the terms of this Agreement and for the consideration

specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for the intended purpose and consistent with Section 9 hereto when accessing mobile devices ("Devices") in your possession or control. Licensee may only use the Product in online mode at authorized physical locations (the "Authorized Locations") specified in the online order (the "Order") or that Licensee has otherwise registered with Grayshift, and Licensee further acknowledges and agrees that in order for the Product to function properly in online mode, the Product must be connected to the Internet. Use of the Product in offline mode does not require the Product to be connected to the Internet. Grayshift may use certain third-party monitoring tools to ensure that Licensee is in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or

contractors who are empowered by Licensee to access or use the Product and Software.

4. **THIRD PARTY COMPONENTS.** The Software makes use of or otherwise incorporates third party components, including certain Google Maps features and content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

5. **LICENSE RESTRICTIONS.** Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User or any other individual to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product, including by removal, disassembly or alteration of any of the Product's components; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market;(g) use the Software other than with Products provided by Grayshift; (h) use the Product in online mode other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; (l) use any Product to violate any rights of any third party; or (m) photograph any of the Product's components, whether internal or external. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

6. **FEES.** Licensee shall pay the license fees

set forth in the relevant Quote for the Software and Product. Except as exempt by law, Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

7. **TITLE.** As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

8. **LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

9. **LICENSEE WARRANTIES.** Licensee represents, warrants and covenants to Grayshift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the Grayshift Products or Software in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws.

10. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCTS AND SOFTWARE "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, GRAYSHIFT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, SOFTWARE OR ANY WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Licensee acknowledges that all case stakeholders are aware of and understand the associated risk that the Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. Licensee further

understands that not all permutations of Device software, software builds, Device states, and usage profiles have been tested by Grayshift. Before utilizing the Product and Software on Devices under any of the above conditions, please consult support.grayshift.com.

11. **CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS.** Subject to applicable law, including Ch. 119, Florida Statutes, Licensee acknowledges that the Product and Software are sensitive technologies whose Confidential Information requires the highest duty of care. Licensee, Licensee's employees or agents who require access in order to perform hereunder, and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

11.1 For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes,



without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), information found on the Grayshift support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

11.2 Confidential Information shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

11.3 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to Ch. 119, Florida Statutes, a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

11.4 The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by

law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

12. **TERM AND TERMINATION.** This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product or Software is only during the license term applicable to such Product or Software. The license term shall be determined in the Quote. At Grayshift's sole discretion, Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any Material Provision of this Agreement. For the purposes of this Section 12, "Material Provision" means each of Sections 3 (License Grant), 5 (License Restrictions), 9 (Licensee Warranties), and 11 (Confidentiality and Non-Disclosure Obligations). Any termination of this Agreement shall terminate the licenses granted hereunder. The Agreement may be terminated by Licensee for convenience, upon providing fourteen (14) days written notice of such termination to Grayshift, in which event Grayshift shall be paid its compensation for services performed to termination date including services reasonably related to termination. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement and is subject to termination based on lack of funding. All Confidential Information, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (ii) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the

Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto and any additional terms agreed- to in writing by both parties pursuant to Section 1 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

**13. INTENTIONALLY OMITTED.**

**14. GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

**15. EXPORT CONTROLS.** Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

**16. MISCELLANEOUS.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach

of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Florida, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Broward County; Licensee hereby agrees to service of process in accordance with the rules of such court.

**17. PUBLIC RECORDS.** The Licensee is a public agency subject to Chapter 119, Florida Statutes. Grayshift shall comply with Florida's Public Records Law. Specifically, Grayshift shall:

17.1 Keep and maintain public records required by the Licensee to perform the service;

17.2 Upon request from the Licensee's custodian of public records, provide the Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Grayshift shall destroy all copies of such confidential and exempt records remaining in its possession after Grayshift transfers the records in its possession to the Licensee; and

17.4 Upon completion of the Agreement, Grayshift shall transfer to the Licensee, at no cost to the Licensee, all public records in Grayshift's

possession. All records stored electronically by Grayshift must be provided to the Licensee, upon request from the Licensee’s custodian of public records, in a format that is compatible with the information technology systems of the Licensee. The failure of Grayshift to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Licensee may terminate the Agreement in accordance with the terms herein.

**IF GRAYSHIFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRAYSHIFT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CUSTOMER CENTER WAY, 4<sup>th</sup>  
FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**18. SCRUTINIZED COMPANIES.** Grayshift, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List,

created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

18.2.2 Is engaged in business operations in Syria.

**19. EMPLOYMENT ELIGIBILITY.** Grayshift certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

19.1 Definitions for this Section.

19.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a Company or consultant.

19.1.2 “Contractor” includes, but is not limited to, a Company or consultant.

19.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

19.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

19.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register



with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.2.2 All persons (including sub vendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the Customer of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Customer of Pembroke Pines; and

19.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an

affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

20. COUNTERPARTS AND EXECUTION. The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

GRAYSHIFT:

*Mark Snell*  
DocuSigned by:  
F933E1950E5A420...

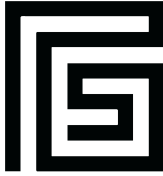
Name: Mark Snell  
Title: Chief Financial Officer  
Date: 5/10/2022

LICENSEE:

DocuSigned by:  
Name: *Charles E. Dodge*  
Title: City Manager  
Date: June 8, 2022

Approved as to legal form:

By: *Danielle Schwabe*  
Name: *Danielle Schwabe, ACA 5/10/22*



**GRAYSHIFT**

**Grayshift LLC**

931 Monroe Drive NE Suite A102-340  
 Atlanta, GA 30308  
 USA  
 Phone: (833) 472-9539

**Quote Number:** Q-12103-4  
**Created Date:** 5/24/2022  
**Expiration Date:** 7/23/2022  
**Contract Start Date:** 6/1/2022

**CAGE Code:** 7R0W9  
**DUNS Number:** 081045174  
**NAICS:** 511210

**Ship To**

Gordon Angus

**Bill To**

Gordon Angus  
 Pembroke Pines Police Department (FL)  
 9500 Pines Boulevard  
 Pembroke Pines, Florida 33024  
 United States  
 gangus@ppines.com

This license will be digitally delivered.

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Danielle Moore	dmoore@grayshift.com	Digital	Net 30

**All prices below are in U.S. Dollar**

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
GrayKey License - Advanced Unlimited Consent and BFU Extractions. 225 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 225  Renewal for Serial Numbers: 82c21ff2d481080a	6/1/2022	5/31/2023	GKL-ONF-AD	1.00	27,995.00	27,995.00

**TOTAL: USD 27,995.00**

**Quote Terms**

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA")
- Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at <https://grayshift.com/terms>
- License Term includes unlimited extractions and software updates during the license term
- The final invoice may include tax if applicable
- Please reference quote number on payment method

**Payment Terms**

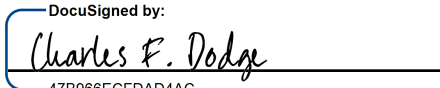
- Non-payment thirty days after issuance of your invoice may result in a suspended license
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is \$100 but there is, for example, 10% withholding, Grayshift will still directly be paid \$100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is \$100

**Terms & Conditions**

For online licenses only (not acceptable for the purchase of expansion packs), a signed quote is acceptable in lieu of a purchase order to execute this order under the following conditions:

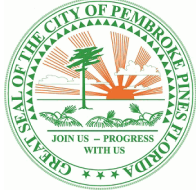
- The intended licensee identified in the quote does not require the issuance of a Purchase Order, and  
and
- The above quote is of a total value less than \$50,000 USD

By signing this quote, you certify that the above is accurate and that you are an authorized representative of the intended licensor identified in this quote with the authority to enter into this agreement.

<b>Signature:</b>		<b>Effective Date:</b>	June 8, 2022
<b>Name (Print):</b>	<small>47B966E0CFDAD4AC</small> Charles F. Dodge	<b>Title:</b>	City Manager

Please sign and email to Danielle Moore at [dmoore@grayshift.com](mailto:dmoore@grayshift.com)

**Grayshift LLC**  
**THANK YOU FOR YOUR BUSINESS!**



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 12.

**File ID:** 22-0415

**Type:** Purchase

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 05/11/2022

**Short Title:** GrayKey Forensic Software License Renewal

**Final Action:** 06/01/2022

**Title:** MOTION TO APPROVE THE POLICE DEPARTMENT'S ONE YEAR RENEWAL OF ITS GRAYKEY FORENSIC SOFTWARE LICENSE IN THE AMOUNT OF \$27,995 FROM GRAYSHIFT, LLC.

**\*Agenda Date:** 06/01/2022

**Agenda Number:** 12.

**Internal Notes:** For any additional information, please contact paul mallin.

**Attachments:** 1. Grayshift, LLC EULA (partially executed), 2. GrayShift Quote for GrayKey License

1	City Commission	06/01/2022	approve	Pass
	<b>Action Text:</b>	A motion was made to approve on the Consent Agenda		
		Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple		
		Nay: - 0		

MOTION TO APPROVE THE POLICE DEPARTMENT'S ONE YEAR RENEWAL OF ITS GRAYKEY FORENSIC SOFTWARE LICENSE IN THE AMOUNT OF \$27,995 FROM GRAYSHIFT, LLC.

### **PROCUREMENT PROCESS TAKEN:**

- **Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."**
- **Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."**
- **Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"**
- **Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"**

- **Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"**

- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**

- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**

- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. In April 2021, the Police Department made its first purchase of a one year GrayKey forensic software license in the amount of \$18,075.
2. GreyKey software is a product that aids investigators in the forensic examination of smartphone devices.
3. This request is for a one year renewal of a GrayKey forensic software license. Renewal of the license will allow the Police Department continued access to the GreyKey software.
4. Due to the increase in available features, including forensic processing of android phones, the price of GrayKey under this renewal request is \$27,995 which shall be for an additional one year period.
5. The parties would like to renew the services for an additional one year period, which requires executing the vendor's updated End User License Agreement (EULA). The terms and conditions of the EULA have been reviewed and approved to form by the City Attorney's Office and the vendor.
6. Request Commission to approve the Police Department's one year renewal of its GrayKey Forensic Software License in the amount of \$27,995 from Grayshift, LLC.

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$27,995
- b) **Amount budgeted for this item in Account No:** 001-521-3001-534995-0000-000-0000  
- Other Svc - IT
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project** A) This renewal is for a one year period and will be re-evaluated on a yearly basis.
- e) **Detail of additional staff requirements:** Not Applicable.

Agenda Request Form Continued (22-0415)

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**FEASIBILITY REVIEW:**

*A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.*

**a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

**b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



City of Pembroke Pines


**AGREEMENT COVER MEMORANDUM**

<b>To:</b>	City Attorney, City Manager and City Clerk.	<b>From:</b>	Contracts Division	<b>Date:</b>	03/22/2021
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Attached please find for your final review and execution a new agreement between the City of Pembroke Pines (City) and Grayshift LLC. The term of this Agreement shall continue until terminated. The City will purchase from Grayshift LLC a Graykey Software designed to assist in the collections and processing of evidence from electronic devices. This agreement does not required City Commission approval since the contract value is less than the \$25,000.00 threshold.

<b>Company:</b>	<b>Grayshift LLC</b>
<b>Contract Purpose:</b>	Graykey Software
<b>Contract Description:</b>	To purchase Graykey Software designed to assist City's Police Department in the collections and processing of evidence from electronic devices.

<b>Agreement Type:</b>	Master	<b>Effective Date:</b>	Date of Execution (DOE)
<b>Contract Type:</b>	Purchase	<b>Commencement Date:</b>	03/26/2021
<b>Financial Impact:</b>	Expense	<b>Expiration Date:</b>	03/25/2022.*
<b>Contract Value:</b>	\$18,075.00	<b>Renewal Options:</b>	None
<b>Contract Value Description:</b>	The Contract Value of \$18,075.00 is the total fee amount for the purchase of this software.		
		<b>Notice Period:</b>	150
		<b>Notice Date:</b>	10/26/2021

<b>Department:</b>	Police	<b>For Commission Review:</b>	No, the contract value is less than the \$25,000.00 threshold.	
<b>Contract Manager:</b>	Kipp Shimpeno	<b>Approved by Commission:</b>	Not Applicable	
<b>Procurement Method:</b>	Three Written Quotes (\$7,500.01 - \$24,999.99)	<b>Commission Date:</b>	Not Applicable	
<b>Procurement Summary:</b>	Not Applicable	<b>Final Motion:</b>	Not Applicable	
<b>Account Coding(s):</b>	001-521-3001-664051-0000-000-0000- (Software)	<b>Reason For Commission Review:</b>	Not Applicable	
<b>Reviewed by Dept. Head:</b>	See attached E-mail approval from: Kipp Shimpeno	<b>Insurance Required:</b>	No	N/A
<b>Procurement Approval:</b>	Approved	<b>Bonds Required:</b>	N/A	N/A
<b>Additional Notes:</b>	12. TERM AND TERMINATION. This Agreement shall continue until terminated as set forth herein. Expiration date is for annual review.			
<b>Attachments</b>	<ul style="list-style-type: none"> <li>Agreement, Signed by Vendor</li> <li>Grayshift Quote #Q-07258-2</li> </ul>			
<b>Agreement Cover Memo Reviewed by:</b>	DocuSigned by:  71789BDA54EC4E3... Oniel Garcia	_____ March 24, 2021 Date		



## GRAYSHIFT, LLC

## END USER LICENSE TERMS

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE “PRODUCT”) CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

THIS PRODUCT CONTAINS CERTAIN SOFTWARE (“SOFTWARE”) AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT (“AGREEMENT”). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “I AGREE” AND DO NOT USE THE SOFTWARE. YOUR CLICKING “I AGREE” OR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT’S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

**1. ACCEPTANCE AND DELIVERY.** Software will be provided by electronic means. Acceptance of Software (“Acceptance”) shall be automatic upon the successful completion of Grayshift’s standard installation procedures on the Product.

**2. LICENSE GRANT.** Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC (“Grayshift”) hereby grants to you (“Licensee” or “You”) a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith (“Product”) and solely for purposes of accessing mobile devices (“Devices”) in your possession or control. You may only use the Product at the authorized physical locations (the “Authorized Locations”) specified in your online order (the “Order”) or that you have otherwise registered with Grayshift and you acknowledge and agree that in order for the Product to function properly in online mode, you must be connected to the Internet. When you are using the Product in offline mode, you do not need to be connected to the Internet. Grayshift may use certain third-party monitoring tools to ensure that you are in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, “Authorized Users” means collectively, employees, agents, or contractors of Licensee accessing or using the Product.

**3. THIRD PARTY COMPONENTS.** The Software makes use of or otherwise incorporates third party components, including certain Google Maps features and content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html); and (2)

Google Privacy Policy  
at <https://www.google.com/policies/privacy/>.

**4. LICENSE RESTRICTIONS.** Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product, except as provided for in the license grant above; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (g) use any Software other than with Products provided by Grayshift; (h) use the Product other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; or (l) use any Product to violate any rights of any third party. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

**5. FEES.** Licensee shall pay the license fees set forth in the relevant Purchase Order for the Software and Product. Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift’s income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable

hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

**6. SUPPORT.** Grayshift will provide support services (including updates and upgrades) for the Software as specified in the Order and in accordance with the support terms located at <https://grayshift.com>.

**7. TITLE.** As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

**8. LIMITATION OF LIABILITY.** UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

**9. LICENSEE WARRANTIES.** Licensee represents, warrants and covenants to Grayshift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the Grayshift Products in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws.

**10. WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCT "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, GRAYSHIFT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR

SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, SOFTWARE OR WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. SHOULD THE PRODUCT PROVE DEFECTIVE FOLLOWING LICENSE, LICENSEE (AND NOT GRAYSHIFT) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR, EXCEPT AS MAY OTHERWISE BE PROVIDED BY A GRAYSHIFT RESELLER OR SUPPORT PROVIDER.

**11. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS.** To the extent permitted by law, Licensee, Licensees employees or agents who require access in order to perform hereunder and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

**11.1.** For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, contents, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), user manuals (including the Product User's Manual), and the terms and conditions of this Agreement, as updated from time to time; (ii) information related to Grayshift's research, development, design details and specifications, financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans; and (iii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

**11.2.** Confidential Information shall not include any information that is (i) already known to the Receiving Party at

the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

**11.3.** A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to Ch. 119, F.S., a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

**11.4.** The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

**12. TERM AND TERMINATION.** This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product is only during the license term applicable to such Product. The license term shall be determined in the Order. Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or reimbursement if Licensee violates any provision of this Agreement. Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Products, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of the Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) the Product; (ii) all hardware that contains copies of the Software; (iii) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (iv) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly

Page 3 of 5

SWRS FINAL 1.7.2021

Pembroke Pines PD 1.24.2021

provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

### **13. INTENTIONALLY OMITTED.**

**14. GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

**15. EXPORT CONTROLS.** Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

**16. MISCELLANEOUS.** This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Florida, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Broward County, Florida.

**17. PUBLIC RECORDS.** The Licensee is a public agency subject to Chapter 119, Florida Statutes. Grayshift shall comply with Florida's Public Records Law. Specifically, Grayshift shall:

17.1 Keep and maintain public records required by the Licensee to perform the service;

17.2 Upon request from the Licensee's custodian of public records, provide the Licensee with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

17.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Grayshift shall destroy all copies of such confidential and exempt records remaining in its possession after Grayshift transfers the records in its possession to the Licensee; and

17.4 Upon completion of the Agreement, Grayshift shall transfer to the Licensee, at no cost to the Licensee, all public records in Grayshift's possession. All records stored electronically by Grayshift must be provided to the Licensee, upon request from the Licensee's custodian of public records, in a format that is compatible with the information technology systems of the Licensee.

The failure of Grayshift to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the Licensee may terminate the Agreement in accordance with the terms herein.

**IF GRAYSHIFT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRAYSHIFT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CUSTOMER CENTER WAY, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**18. SCRUTINIZED COMPANIES.** Grayshift, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

18.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the compar pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

18.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

18.2.2 Is engaged in business operations in Syria.

**19. EMPLOYMENT ELIGIBILITY.** Grayshift certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

19.1 Definitions for this Section.

19.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a Company or consultant.

19.1.2 "Contractor" includes, but is not limited to, a Company or consultant.

19.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

19.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

19.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.2.2 All persons (including sub vendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the Customer of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Customer of Pembroke Pines; and

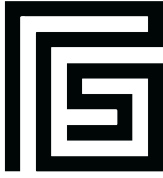
19.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

GRAYSHIFT  
DocuSigned by:  
Signature: Mark Snell  
F933E1950E5A420...  
Name: Mark Snell  
Title: Chief Financial Officer  
Date: 2/24/2021

AGENCY: Pembroke Pines Police Department  
DocuSigned by:  
Signature: Charles F. Dodge  
47B966EFCED4AC...  
Name: Charles F. Dodge  
Title: City Manager  
Date: March 24, 2021

Approved as to Legal Form

DocuSigned by:  
Jacob G. Horowitz  
831DB27BB2774A7  
Jacob G. Horowitz




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**GRAYSHIFT**


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**Grayshift LLC**

931 Monroe Drive NE Suite A102-340  
 Atlanta, GA 30308  
 USA  
 Phone: (833) 472-9539

**Quote #:** Q-07258-2  
**Date:** 3/22/2021  
**Expires On:** 4/21/2021  
**Contract Start Date:** 3/26/2021

**Ship To**

Gordon Angus  
 Pembroke Pines Police Department (FL)  
 9500 Pines Boulevard  
 Pembroke Pines, Florida 33024  
 United States  
 gangus@ppines.com

**Bill To**

Gordon Angus  
 9500 Pines Boulevard  
 Pembroke Pines, Florida 33024  
 United States  
 gangus@ppines.com

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Wilton Cleveland	wcleveland@grayshift.com	FedEx	Net 30

Quote Note #:

The purchase is for software applications and not hardware. Any hardware associated with the software application is used for updates and connectivity.

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
GrayKey License - Online iOS only Unlimited iOS Extractions	3/26/2021	3/25/2022	GKL-ONF	1.00	USD 18,000.00	USD 18,000.00
GrayKey Unit			GK101	1.00	USD 500.00	USD 500.00
Hardware Discount			FYLD	1.00	USD -500.00	USD -500.00
Shipping & Handling			SH	1.00	USD 75.00	USD 75.00

**SUBTOTAL:** USD 18,075.00  
**DISCOUNT:** USD 500.00  
**TOTAL:** USD 18,075.00



**Quote Terms**

- Delivery of GrayKey requires the end-user's prior acceptance of Grayshift's End User License Terms Agreement ("EULA")
- Your acceptance of this quotation will indicate your acceptance of the terms of Grayshift's EULA, without exception or reservation. The EULA is available at <https://grayshift.com/terms>
- License Term = 12 months or specified duration for line items.
- The final invoice may include tax if applicable
- Your contract will start on or before 3/26/2021.
- Please reference quote number on payment method


**Payment Terms**

- Non-payment thirty days after issuance of your invoice may result in a suspended license.
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to Grayshift on account thereof. As an example, if the price to be paid is \$100 but there is, for example, 10% withholding, Grayshift will still directly be paid \$100. The payor may need to "gross up" the overall payment so the amount due Grayshift after any withholding is \$100

For online licenses only (not acceptable for the purchase of expansion packs), a signed quote is acceptable in lieu of a purchase order to execute this order under the following conditions:

- a. The intended licensor identified in the quote does not require the issuance of a Purchase Order, and
- b. The above quote is of a total value less than \$50,000 USD.

By signing this quote, you certify that the above is accurate and that you are an authorized representative of the intended licensor identified in this quote with the authority to enter into this agreement.

<b>Signature:</b>		<b>Effective Date:</b>	March 24, 2021 ____/____/____
<b>Name (Print):</b>	Charles F. Dodge	<b>Title:</b>	City Manager

Please sign and email to Wilton Cleveland at [wcleland@grayshift.com](mailto:wcleland@grayshift.com)

**Grayshift LLC**  
**THANK YOU FOR YOUR BUSINESS!**



## Diaz, Eliezer

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**From:** Mohammed, Faizal  
**Sent:** Wednesday, March 17, 2021 11:39 AM  
**To:** Contracts  
**Cc:** Sanchez, Jacqueline; Angus, Gordon  
**Subject:** FW: Forensics Unit - Graykey Software License (Grayshift LLC) 022521  
**Attachments:** Grayshift\_2.24.2021 EULA.PDF; FW: Purchase of Graykey Software

Good morning Contracts Office,

Please have the attached End User License Agreement (EULA) digitally signed by City Manager. City Attorney Jacob Horowitz reviewed the EULA and provided revisions which were accepted by vendor. Please see attached email "FW: Purchase of Graykey Software".

The request was approved by Police Chief Shimpeno. Please return the executed agreement to [PoliceFinance@ppines.com](mailto:PoliceFinance@ppines.com) and copy to Gordon Angus.

Thank you.

### Faizal Mohammed Finance Coordinator

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•538•3651  
Fax 954•436•3203  
[PoliceFinance@ppines.com](mailto:PoliceFinance@ppines.com)

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**From:** Shimpeno, Kipp  
**Sent:** Tuesday, March 16, 2021 5:05 PM  
**To:** Bermudez, Carlos  
**Cc:** Mohammed, Faizal ; Sanchez, Jacqueline ; Vargas, Jose ; Feiner, Adam ; Goodwin, Angela ; Angus, Gordon ; Logistics  
**Subject:** FW: Forensics Unit - Graykey Software License (Grayshift LLC) 022521

FYI

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**From:** Dodge, Charles  
**Sent:** Tuesday, March 16, 2021 4:37 PM  
**To:** Shimpeno, Kipp <[kshimpeno@ppines.com](mailto:kshimpeno@ppines.com)>  
**Subject:** RE: Forensics Unit - Graykey Software License (Grayshift LLC) 022521

Sorry, thought I had previously approved.

cd

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**From:** Shimpeno, Kipp  
**Sent:** Tuesday, March 16, 2021 2:51 PM  
**To:** Dodge, Charles <[cdodge@ppines.com](mailto:cdodge@ppines.com)>  
**Subject:** FW: Forensics Unit - Graykey Software License (Grayshift LLC) 022521

Good afternoon Mr. Dodge,

I am circling back on the approval status of this item please. Thank you.

ks

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**From:** Shimpeno, Kipp  
**Sent:** Monday, March 08, 2021 8:54 AM  
**To:** Dodge, Charles <[cdodge@ppines.com](mailto:cdodge@ppines.com)>  
**Subject:** FW: Forensics Unit - Graykey Software License (Grayshift LLC) 022521

Mr. Dodge,

Your approval is requested to move the budgeted funds for a cell phone encryption defeat software that was budgeted. The BA will move the funds to the proper coding. In addition, there will be an "End User Agreement" that will be forwarded to you via City Contracts for your digital signature. This agreement has been reviewed by Attorney Kerry Ezrol.

The purchase cost and related budget adjustment is for \$18,075.00. Thank you.

ks

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**From:** Bermudez, Carlos  
**Sent:** Wednesday, March 03, 2021 2:24 PM  
**To:** Shimpeno, Kipp <[kshimpeno@ppines.com](mailto:kshimpeno@ppines.com)>  
**Subject:** FW: Forensics Unit - Graykey Software License (Grayshift LLC) 022521

Chief,

See below. Approved for your consideration. This request requires approval from Mr. Dodge. In addition, upon your approval it need to be forwarded to City Contracts.

Thank you!



**Carlos A. Bermudez**  
**Assistant Chief of Police**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•436•3200  
[cbermudez@ppines.com](mailto:cbermudez@ppines.com)



**From:** Vargas, Jose  
**Sent:** Tuesday, March 02, 2021 4:15 PM  
**To:** Bermudez, Carlos <[cbermudez@ppines.com](mailto:cbermudez@ppines.com)>  
**Subject:** FW: Forensics Unit - Graykey Software License (Grayshift LLC) 022521

Request by our Digital Forensics Unit to obtain the Graykey software which assists in the collection and processing of evidence from electronic devices.

Budgeted expense total is \$18,075.00, however the line item needs to be revised.

For Chief's approval consideration to forward to City Contracts.

CM approval is required for the budget adjustment.



**Major Jose Vargas**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•436•3200  
[jvargas@ppines.com](mailto:jvargas@ppines.com)



**From:** Mohammed, Faizal  
**Sent:** Tuesday, March 02, 2021 3:09 PM  
**To:** Vargas, Jose <[jvargas@ppines.com](mailto:jvargas@ppines.com)>  
**Cc:** Feiner, Adam <[afeiner@ppines.com](mailto:afeiner@ppines.com)>; Goodwin, Angela <[agoodwin@ppines.com](mailto:agoodwin@ppines.com)>; Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>; Logistics <[logistics@ppines.com](mailto:logistics@ppines.com)>; Sanchez, Jacqueline <[jsanchez@ppines.com](mailto:jsanchez@ppines.com)>  
**Subject:** Forensics Unit - Graykey Software License (Grayshift LLC) 022521

Total expenditure is \$18,075.00. The budget adjustment below is required to transfer funds to account # 001-521-3001-534995-0000-000-0000: Software.

**Please note, City Manager's approval is required for the budget adjustment.**

When approved, the attached End User License Agreement (EULA) will be forwarded by Police Finance to City's Contracts Office to obtain City Manager's digital signature. City Attorney Jacob Horowitz reviewed the EULA and provided revisions which were accepted by vendor. See attached email "FW: Purchase of Graykey Software".

When executed agreement is returned to Police Finance, a purchase order will be requested.

**BUDGET ADJUSTMENT**

Account Coding	Description	Increase	Decrease
001-521-3001-534995-0000-000-0000-	Other Svc - IT	\$18,075	
001-521-3001-664051-0000-000-0000-	Software		\$18,075

	<b>Total</b>	<b>\$18,075</b>	<b>\$18,075</b>
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**Budget Adjustment Notes:**

Budget Adjustment to transfer funds for the annual Graykey software license that was budgeted in Object Code 664051.

**From:** Iglesias, Tairym

**Sent:** Thursday, February 25, 2021 1:57 PM

**To:** Police Finance <[policefinance@ppines.com](mailto:policefinance@ppines.com)>

**Cc:** Bolliger, Kelley <[kbolliger@ppines.com](mailto:kbolliger@ppines.com)>; Groves, Lydia <[lgroves@ppines.com](mailto:lgroves@ppines.com)>

**Subject:** Forensics Unit - Graykey Software (Grayshift) 022521

Good Afternoon Finance,

Forensic Services Unit Supervisor G. Angus submitted a memo, two vendor quotes, purchasing matrix, a requisition checklist form, W-9 form, End User License Agreement and \$18,075.00 purchase requisition in order to purchase Graykey software. The software is designed to assist law enforcement with opening secured/encrypted iPhones on supported models. Three quotes were not provided as there are only two vendors that offer this service/software. He is requesting to utilize budgeted funds under object code: 64051 – Computer Programs. Please review funding and forward for final approval.

Please note the highlighted information provided by Captain Feiner below.

“As a point of reference to share with each forward of this thread, the attached **Pembroke Pines PD Grayshift** pdf file is described as an End User License Agreement. This file was reviewed and revised by the City Attorney Kerry Ezrol. After Mr. Ezrol’s document revision, Grey Key Chief Financial Officer Mark Snell signed and dated the license agreement. If final approval is gained, a representative of the PPPD should sign and date the agreement as well.”

Thank you,



**Tairym Iglesias**  
**Logistics Coordinator**

Pembroke Pines Police Department

9500 Pines Boulevard

Pembroke Pines, FL 33024

Office 954•436•3459

[tiglesias@ppines.com](mailto:tiglesias@ppines.com)



**From:** Feiner, Adam

**Sent:** Thursday, February 25, 2021 1:06 PM

**To:** Logistics <[logistics@ppines.com](mailto:logistics@ppines.com)>

**Subject:** FW: Purchase of Graykey Software

Logistics:

All files are reviewed and approved. Please process at your convenience.

As a point of reference to share with each forward of this thread, the attached **Pembroke Pines PD Grayshift**.pdf file is described as an End User License Agreement. This file was reviewed and revised by the City Attorney Kerry Ezrol. After Mr. Ezrol's document revision, Grey Key Chief Financial Officer Mark Snell signed and dated the license agreement. If final approval is gained, a representative of the PPPD should sign and date the agreement as well.



**Captain Adam Feiner**

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•436•3200  
Desk 954•436•3222  
Cell 954•260•4669  
[afeiner@ppines.com](mailto:afeiner@ppines.com)



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**From:** Goodwin, Angela  
**Sent:** Thursday, February 25, 2021 12:32 PM  
**To:** Feiner, Adam <[afeiner@ppines.com](mailto:afeiner@ppines.com)>  
**Cc:** Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>  
**Subject:** Purchase of Graykey Software

Captain,

Approved and forwarded with the Eula that was changed by our city attorney (Horowitz) and then signed by Grayshift. Please let me know if you have any questions.

Angela



**Sergeant Angela Goodwin**

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•431•2225  
[agoodwin@ppines.com](mailto:agoodwin@ppines.com)



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**From:** Goodwin, Angela  
**Sent:** Wednesday, February 17, 2021 10:09 AM  
**To:** Ezrol, Kerry <[kezrol@ppines.com](mailto:kezrol@ppines.com)>  
**Cc:** Angus, Gordon <[gangus@ppines.com](mailto:gangus@ppines.com)>; Feiner, Adam <[afeiner@ppines.com](mailto:afeiner@ppines.com)>  
**Subject:** FW: Purchase of Graykey Software

Mr. Ezrol,

Good Morning, per our conversation this morning, I am forwarding the complete Graykey purchase information for your review. Please let me know if you have any questions.

Thanks in advance,

Sgt. Goodwin



**Sergeant Angela Goodwin**  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•431•2225  
[agoodwin@ppines.com](mailto:agoodwin@ppines.com)



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**From:** Angus, Gordon  
**Sent:** Tuesday, February 09, 2021 4:54 PM  
**To:** Goodwin, Angela <[agoodwin@ppines.com](mailto:agoodwin@ppines.com)>  
**Subject:** Purchase of Graykey Software

Sgt.

Attached for your review is the memorandum and documents for the purchase of our requested Graykey Software, manufactured by Grayshift, LLC.

The Graykey software funding was previously approved for the current 2020 – 2021 budget, budget code 64051.

Thank you



**Gordon A. Angus**  
Forensic Services Unit Supervisor  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Office 954•431•2225  
Fax 954•436•3203  
[gangus@ppines.com](mailto:gangus@ppines.com)

