

# Memorandum



**Date:** December 1, 2015

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Ratifying Interlocal Agreement Between Miami-Dade County Information Technology Department and the City of South Miami for Information Technology Maintenance and Support Services for a Three-Year Term

Agenda Item No. 9(A)(2)

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) ratify the Interlocal Agreement between the County and the City of South Miami (City) for information technology maintenance and support services for a three-year term commencing on October 1, 2015 and expiring on September 30, 2018.

Sections 2-9 and 2-10 of the Miami-Dade County Code of Ordinances (Code) allows the County Mayor or the County Mayor's designee to enter into contracts on behalf of the County with municipalities and other governmental units for joint performance with the County for a period not to exceed one (1) year subject to ratification by the Board.

## **Scope**

The City is in Commission District 7, which is represented by Commissioner Xavier L. Suarez.

## **Fiscal Impact/Funding Source**

The Interlocal Agreement will generate \$511,500 in revenues to the County through the provision of information technology maintenance and support services to the City.

## **Track Record | Monitor**

John Concepcion, Field Services Division Director in the Information Technology Department, monitors this agreement.

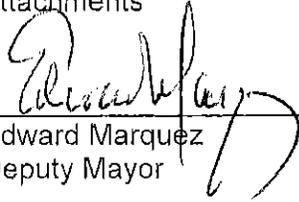
## **Background**

In September 2013, the City issued a Request for Proposal (RFP) for information technology maintenance and support services because the City's current IT contractor advised it would not renew its annual agreement. After the receipt and review of vendor proposals, the City determined that the respondents did not possess significant municipal and governmental experience to provide on-site information technology services, and subsequently contacted the County's Information Technology Department for an analysis and proposal for the provision of information technology services. After review and approval of the Information Technology Department's proposal, the City approved an Interlocal Agreement with the Information Technology Department for information technology maintenance and support services.

Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
Page 2

The County has been the sole provider of the City's information technology maintenance and support services since April 2014. The County has provided significant enhancements and security improvements to the network and the City is very satisfied with the County's services. The Interlocal Agreement was set to expire on October 1, 2015 and the City voted for a three-year agreement at their Board meeting on September 1, 2015 with an effective date of October 1, 2015.

Attachments



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Edward Marquez  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** December 1, 2015

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(2)  
12-01-15

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF SOUTH MIAMI FOR INFORMATION TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE MIAMI-DADE COUNTY CODE AND APPROVING AGREEMENT FOR A THREE YEAR TERM FOR PAYMENT TO THE COUNTY OF \$511,500.00; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY TERMINATION PROVISIONS AND ANY OTHER CONTRACTUAL RIGHTS CONTAINED THEREIN

**WHEREAS**, on October 1, 2015, the City of South Miami and Miami-Dade County entered into an interlocal agreement, pursuant to Section 2-9 of the Code of Miami-Dade County, for the County to provide information technology services to the City of South Miami for a three year term; and

**WHEREAS**, Miami-Dade County has provisioned Information Technology maintenance and support services to the City of South Miami since April 2014; and

**WHEREAS**, the City of South Miami and the County jointly wish to enter into a three year term, commencing on October 1, 2015, for a payment of \$511,500.00 as provided in the attached agreement and as set forth in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**WHEREAS**, Sections 2-9 and 2-10 of the Miami-Dade County Code permit the County Mayor to enter into contracts on behalf of the County with municipalities and other governmental units for joint performance of a governmental function for a period not to exceed one year subject to ratification by the Board of County Commissioners,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board, pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, ratifies the interlocal agreement between the County and the City of South Miami for the provision of information technology maintenance and support services to the City of South Miami as attached hereto and approves the three year term of such agreement. Under the agreement, the County will be paid \$511,500.00 for three years of service commencing on October 1, 2015. The County Mayor or County Mayor's designee is further authorized to exercise any termination provisions and any other contractual rights contained therein for and on behalf of Miami-Dade County.

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

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.



Oren Rosenthal

**A Resolution authorizing the City Manager to enter into an Interlocal Agreement with Miami-Dade County for IT maintenance and support services for a three (3) year term, expiring September 30, 2018.**

**WHEREAS**, the City wishes to enter into an Interlocal Agreement with Miami-Dade County for IT maintenance and support services; and

**WHEREAS**, the City's current IT maintenance and support services contract expires September 30, 2015; and

**WHEREAS**, the City requires IT support and maintenance to support critical operations and business of the City; and

**Whereas**, the County has been providing IT maintenance and support services to the City since April 2014 providing significant enhancements and security improvements to the City's network; and

**WHEREAS**, Miami-Dade County submitted an Interlocal Agreement to the City for consideration to perform various IT services, commencing on October 1, 2015 and expiring September 30, 2018, which may be terminated by either party with a 120-day written notice.

**NOW, THEREFORE, BE IT RESOLVED THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:**

**Section 1.** The City Manager is authorized to enter into an Interlocal Agreement with Miami-Dade County, for IT maintenance and support services, for a three (3) year term commencing on October 1, 2015 and expiring September 30, 2018 for \$165,500, for FY15-16; \$170,500 for FY16-17; and \$175,500 for FY17-18. The Interlocal Agreement may be terminated by either party with a 120-day written notice. A copy of the Interlocal Agreement is attached.

**Section 2. Severability.** If any section, clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not affect the validity of the remaining portions of this resolution.

**Section 3. Effective Date:** This resolution shall take effect immediately upon enactment.

PASSED AND ENACTED this 1st day of September, 2015.

ATTEST:

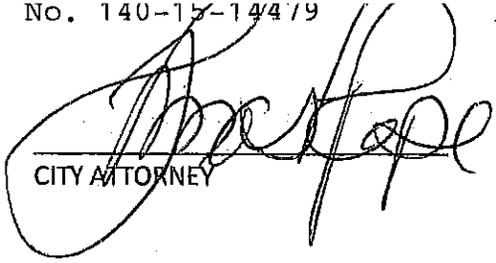
  
CITY CLERK

APPROVED:

  
MAYOR

READ AND APPROVED AS TO FORM,  
LANGUAGE, LEGALITY AND  
EXECUTION THEREOF

COMMISSION VOTE: 4-0  
Mayor Stoddard: Yea  
Vice Mayor Harris: absent  
Commissioner Welsh: Yea



CITY ATTORNEY

Commissioner Liebman: Yea  
Commissioner Edmond: Yea



**INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT**

**THIS INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT** ("Agreement") is made and entered into by and between the CITY OF SOUTH MIAMI, a municipal corporation within the State of Florida, having its principal office at 6130 Sunset Drive, South Miami, FL 33143, (hereinafter sometimes referred to as the "Customer" or "City") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1<sup>st</sup> street, Miami, Florida 33128, (hereinafter referred to as the "County" or "Contractor") and is effective as of **the 1 day of October 1, 2015 thru September 30, 2018.**

**RECITALS**

**WHEREAS**, the County, through the Information Technology Department ("ITD"), is the provider of information technology ("IT") services that enable and support the operations of all County departments, external government agencies, residents and the public at large; and

**WHEREAS**, the City desires that the County, through the ITD, provide certain services as further described in Appendix A – Scope of Services to the City for maintenance and support of the City's information technology systems for the City's security firewall, exchange, network, servers, AS400, Storage Area Networks (SANS), desktop computers, laptops, Apple products to include MAC and iPad devices and any and all additional peripherals; and

**WHEREAS**, the County agrees to provide such IT maintenance and support services to the City pursuant to the conditions set forth in this Agreement which shall commence on the effective date, with a one-year options to renew **that can be exercised by the City Commission**, unless terminated with thirty (30) days written notice by either the County or City or unless the Board of County Commissioners fails to ratify this Agreement one (1) year from the effective date; and

**WHEREAS**, Section 2-9 and 2-10 of the Code of Miami-Dade County provides that the County Mayor is authorized to enter into contracts on behalf of the County with other governmental units for joint performance with the County of any function or service which the County is authorized or directed to perform subject to ratification by the Board of County Commissioners within one (1) year from the effective date; and

**WHEREAS**, this Agreement will be submitted to the Board of County Commissioners for ratification within one (1) year;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the mutual promises of the parties, and other good and valuable consideration, intending to be legally bound hereby, the parties do hereby understand, acknowledge and agree as follows:



**ARTICLE 1. DEFINITIONS**

The following words and phrases when used in this Agreement shall have the following meanings:

**“Regular Business Hours”** shall mean the County will deliver services from 8 AM until 5 PM, weekdays, excluding County holidays observed by Miami-Dade County government and such other times as the ITD is not generally open for the delivery of services to its customers.

**“User”** shall mean any City employee authorized by the City to request services under this Agreement.

**“Master System Administrator”** shall mean the County personnel designated with the top permission level over all for system management and administration for City IT systems covered by this Agreement. The Master System Administrator is charged with the responsibility of administering the proper level of permissions to all User’s.

**“System Administrator”** shall mean the County personnel designated with a lower level of system permission to maintain IT systems covered by this Agreement. The System Administrator is charged with delivery of Trier 1 support for City IT systems.

**“On-Site IT Service Technician”** shall mean the person(s) designated by County with to be responsible for the delivery of IT support services to the City. The IT service technician(s) will have System Administrator access for troubleshooting reported problems and coordinating overall operational support for the County, as well as serving as Vendor liaison.

**“1<sup>st</sup> Tier Support”** shall mean support provided by **designated** Onsite IT Service Technician and shall consist of the first point of contact for customer support of police, supervisors and Users. The Onsite IT Service Technician will have System Administrator access to triage the issue to determine whether it is technical or operational, shall resolve operational issues and respond to questions concerning the use of the system. Technical issues that cannot be resolved by the 1<sup>st</sup> Tier Support Person shall be reported to the County’s ITD’s Help Desk which will forward to the County Master System Administrator.

**“2<sup>nd</sup> Tier Support”** shall mean support provided by the County Master System Administrator and shall consist of technical issues reported that have been triaged to determine root cause and resolved. All technical issue not resolved by 2<sup>nd</sup> Tier Support shall be reported to the 3<sup>rd</sup> Tier support for vendor resolution.

**“3<sup>rd</sup> Tier Support”** shall mean support provided by the hardware and software maintenance vendors under service level agreements with the City to provide customer support and maintenance.



“SANS” to mean Storage Area Networks (SANS) device. This device is connected to the network and contains disk or disks for storing data.

“Vendor” shall mean responsible hardware or software manufacture or 3<sup>rd</sup> party vendor under contract with the City to provide customer support and maintenance.

“24/7/365” to mean twenty four hours, seven days and three hundred and sixty five days each year.

**ARTICLE 2: SCOPE AND TERM OF SERVICES**

2.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for such services, the County, through its ITD, will make commercially reasonable efforts to provide the City with the highest quality, cost effective, County Services as set forth in Appendix A – Scope of Services and Prices pursuant to the terms and conditions of this Agreement.

2.2 The County will provide 2080 hours of service under this agreement. These hours include designated management and support to provide oversight and interface with the City as the need arises, and project management hours as required. The County will meet jointly with the City to discuss delivery services and any special projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the City at no charge, included in the price quoted. The designated primary point of contact will be the field supervisor and directors will serve as City’s escalation contacts. They will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

<b>County Contact</b>	<b>Role</b>	<b>Phone</b>	<b>Email</b>
Mark Acquaviva, Supervisor	Primary	305-275-7927	<a href="mailto:mja@miamidade.gov">mja@miamidade.gov</a>
John Concepcion, Division Director	2 <sup>nd</sup> Level	305-596-8368	<a href="mailto:jnc@miamidade.gov">jnc@miamidade.gov</a>
Jose Otero, Assistant Director	3 <sup>rd</sup> Level	305-596-8409	<a href="mailto:jro@miamidade.gov">jro@miamidade.gov</a>

2.3. When the County performs services at locations under City control, City agrees to provide to County, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the IT systems to be serviced. City will provide all information pertaining to the hardware and software necessary to enable County to perform its obligations under this Agreement.



2.4. The City hereby agrees to:

2.4.1. Maintain any and all electrical and physical environments in accordance with the manufacturer's specifications for its IT systems.

2.4.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per County's recommended backup procedures.

2.4.3. Ensure system accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

2.4.4. Obtain and provide to County all software licenses or other authorization necessary for the County to perform the services listed in Appendix A.

2.4.5. Provide County with office space within City property upon the commencement of this Agreement. The office space provided by City should include a telephone line, network connection, and will be located on the second floor of City Hall immediately abutting the City's existing server room which is approximately 10 X 10 and currently being occupied by the City's existing IT firm, to enhance County response time.

2.4.6. Be responsible for all recurring hardware and software operating maintenance expenses.

2.4.7. Purchase and maintain its own internet service provider and related costs.

2.4.8. Develop a detailed continuity of operations plan to deal with both natural and man-made disaster with the cooperation of the County.

2.4.9. As part of its annual budget preparation process, identify maintenance costs for the on-going system maintenance and present them to the County for review. The County's performance and obligation under this Agreement is contingent upon an annual appropriation and renewal of all required vendor system maintenance agreements by the City. Cancellation of required vendor system maintenance agreements by the City will cause all associated expenses associated with the system repairs by vendor for labor, repairs, replacement, and patching of such equipment, as required to be charged back to the City. The Agreement can be cancelled at any time by the County with notified in writing, at least (120) days prior to cancellation. There will be no early termination charges from the City for canceling Agreement during the year.

2.5. All City service requests shall be made as set forth in Appendix A or as mutually agreed to by the Parties.



2.6 The County will meet jointly with City to discuss delivery services and any ongoing special projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the City. The supervisor and director will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

COUNTY	Phone Number	Email Address
Mark Acquaviva, Supervisor	305-275-7927	<a href="mailto:mja@miamidade.gov">mja@miamidade.gov</a>
John Concepcion, Division Director	305-596-8368	<a href="mailto:jnc@miamidade.gov">jnc@miamidade.gov</a>

**Article 3. PRICING, PAYMENT AND TERMS**

The cost to the City for the provision of services under this agreement are as set forth in Appendix A. The County will provide to the City monthly invoice, and City will make payments to the County within thirty (30) days after the date of each invoice. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

**Article 4. LIMITATION OF LIABILITY**

Notwithstanding any other provision of this Agreement to the contrary, except for personal injury or death, the County's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Basic Maintenance and Support Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT THE COUNTY WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY THE COUNTY PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.



**ARTICLE 5. CITY WARRANTIES**

The City represents and warrants to County as follows:

- (a) City has the necessary rights and licenses, consents, permissions, waivers and releases to permit the County to perform any of the services as contemplated herein.
- (b) None of the City systems or uses (i) violate, misappropriate or infringe any rights of any third party, (ii) will defame or invade the rights of privacy or publicity any rights of any third party, or (iii) are designed for use in any illegal activity or promote illegal activities, including, without limitation, in a manner that might be malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (c) The City has the authority to enter into this Agreement for the County to perform these services.

**ARTICLE 6. DEFAULT/TERMINATION**

6.1. If the County breaches a material obligation under this Agreement (unless City or a Force Majeure causes such failure of performance); City may consider the County to be in default. If the City asserts a default, it will give the County written and detailed notice of the default. The County will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to City. If the County provides a cure plan, it will begin implementing the cure plan immediately after receipt of City's approval of the plan.

6.2. If City breaches a material obligation under this Agreement (unless County or a Force Majeure causes such failure of performance) or if City fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, County may consider City to be in default. If County asserts a default, it will give City written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to County. If City provides a cure plan, it will begin implementing the cure plan immediately after receipt of County's approval of the plan.

6.3. If a defaulting party fails to cure the default as provided above in Sections 6.1 or 6.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Article 4 above.



**ARTICLE 7. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County:

Information Technology Department  
5680 SW 87 Ave, Miami FL  
Attention: Jose Otero  
Phone: 305-596-8409  
Fax: N/A  
E-mail: [JRO@MiamiDade.gov](mailto:JRO@MiamiDade.gov)

and to:

Information Technology Department  
5680 SW 87 Ave, Miami FL  
Attention: John Concepcion  
Phone: 305-596-8368  
Fax: N/A  
E-mail: [JNC@MiamiDade.gov](mailto:JNC@MiamiDade.gov)

(2) To the City:

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Attention: Steven Alexander  
Phone: 305-663-2510  
Fax: 305-663-6345  
E-mail: [salexander@southmiamifl.gov](mailto:salexander@southmiamifl.gov)

and to:

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Attention: Maria Menendez, City Clerk  
Phone: 305-663-6340  
Fax: 305-663-6348  
E-mail: [Mmenendez@southmiamifl.gov](mailto:Mmenendez@southmiamifl.gov)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.



In addition to the above contacts the following is the contact list for the City for all communications related billing and work order approvals:

Send all Invoices and invoice back-up documentation to:

Name & Title: Alfredo Riverol, Chief Financial Officer  
Phone: 305/663-6343  
E-mail: [ariverol@southmiamifl.gov](mailto:ariverol@southmiamifl.gov)  
Address: City of South Miami, 6130 Sunset Drive, South Miami, FL 33143

Authorized to Request Billable (Time & Materials) for IT Services

Name & Title: Steven Kulick, C.P.M., Purchasing Manager  
Phone: 305/663-6339  
E-mail: [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov)  
Address: City of South Miami, 6130 Sunset Drive, South Miami, FL 33143

For questions and inquiries by the City pertaining to telephone invoices and invoice back-up documentation to the County the City shall contact accounting manager via electronic email.

COUNTY	Designation	Phone	Email Address
Yinka			
Majekodunmi, Accounting Manager	Billing Liaiso	305-596- 8041	<a href="mailto:YMAJEKO@miamidade.gov">YMAJEKO@miamidade.gov</a>

**ARTICLE 8: ACCESS TO CONFIDENTIAL INFORMATION**

During the course of this Agreement, the County and City may have access to the other party's Confidential Information. The County and the City shall endeavor to treat the other party's Confidential Information as it would treat its own Confidential Information of a similar nature. Notwithstanding the foregoing, the parties acknowledge and agree that as a political subdivision



and municipal corporation of the State of Florida, the County and City are subject to Florida's Public Records Law, Section 119 of the Florida Statutes. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

**ARTICLE 9: THIRD PARTY PROPRIETARY INFORMATION**

During the course of this Agreement, the County and the City may have access to Third Party Proprietary Information received by either the County or the City through agreements and licenses with third parties. The County and City mutually agree to inform the other party of the requirements of such third party agreements and licenses and shall maintain the confidentiality of all proprietary information as if such agreements and licenses applied to both the County and City. Notwithstanding the foregoing, the parties acknowledge and agree that as a political subdivision and municipal corporation of the State of Florida, the County and City are subject to Florida's Public Records Law, Section 119 of the Florida Statutes. The parties' compliance with, or good faith attempt to comply with, the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

**ARTICLE 10. MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL REVIEW**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts including this Agreement. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the City, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the City from the Inspector General or IPSIG retained by the Inspector General, to the extent provided by and subject to applicable law, the City shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.



The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the City's possession, custody or control which, to the extent provided by and subject to applicable law, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 11. GOVERNING LAW**

This Agreement, including exhibits or appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 12: INDEMNIFICATION**

The City does hereby agree to indemnify and hold harmless the County and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature ("Claims") arising out of, relating to or resulting from, and to the extent caused by, City's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement.. However nothing herein shall be deemed to indemnify the County from any Claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

Subject to the limitations set forth in Article 4 of this Agreement, the County does hereby agree to indemnify and hold harmless the City and its officers, employees, agents and instrumentalities, to the extent and within the limitations of Section 768.28, Fla. Stat., from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature ("Claims") arising out of, relating to or resulting from, and to the extent caused by, County's (or its employees, agents, or subcontractors) failure to perform as required by this Agreement. However nothing herein shall be deemed to indemnify the City from any Claim arising out of the negligent performance or failure of performance of the City or any unrelated third party.

***Interlocal Service and Maintenance Agreement***



**ARTICLE 13: TERM OF AGREEMENT**

This Agreement shall become effective the later of October 1, 2015 or upon signature by all parties (Effective Date) and will remain in full force and effect **until September 30, 2018**. The County and the City may jointly extend this Agreement for a one-year term by mutual agreement **which must be approved by the City Commission**. Upon any extension, the County and City will review the services and fees set forth in Appendix A and mutually agree as to whether any amendment to such services and fees are necessary. Notwithstanding the foregoing, this Agreement must be ratified by the Board of County Commissioners within one year of the Effective Date. In the event this Agreement is not ratified within one year of the Effective Date or the Board of County Commissioners disapproves the Agreement, this Agreement shall terminate immediately.

**ARTICLE 14: TERMINATION**

Either the City or County may, at any time, in their sole discretion, with or without cause, terminate this Agreement by written notice to the other party and in such event, the County or City shall, one hundred twenty (120) days after receipt of such notice ("Termination Date"), unless otherwise directed:

- i. stop all work as of the Termination Date;
- ii. take such action as may be necessary for the protection and preservation of the other party's materials and property;
- iii. cancel orders;
- iv. assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement; and
- v. take no action which will increase the amounts payable by the City under this Agreement.

**ARTICLE 15. COMPLIANCE WITH APPLICABLE LAWS**

The Parties will at all times comply with all applicable statutes, rules, ordinances, regulations, licenses and orders relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement.

***Interlocal Service and Maintenance Agreement***



**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**ARTICLE 17. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
  
- b) Neither party shall be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree (each a "Force Majeure Event"); provided that, (a) the party relying upon this Section shall have given the other Party written notice thereof promptly and, in any event, as soon as reasonably possible under the circumstances; and (b) shall take all steps reasonably necessary to mitigate the effects on the other Party of the Force Majeure Event upon which such notice is based. This Agreement comprises the entire agreement between County and City with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Contractor, its agents or employees shall create a warranty or in any way increase the scope of the warranties in this Agreement.

(Signature page follows)

**Miami-Dade County**  
**Interlocal Service and Maintenance Agreement**

**Information Technology**



**MIAMI-DADE COUNTY**

**CITY OF SOUTH MIAMI**

BY: \_\_\_\_\_  
Carlos A. Gimenez  
Miami-Dade County Mayor

BY: \_\_\_\_\_  
Steven Alexander  
City Manager

ATTEST: \_\_\_\_\_

ATTEST: Maia Mendez

TITLE: \_\_\_\_\_

TITLE: City Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
County Attorney

A handwritten signature in black ink, appearing to read "Thomas F. Pepe".

Digitally signed by:  
Thomas F. Pepe  
DN: CN = Thomas F.  
Pepe C = US O = City  
of South Miami OU =  
City Attorney  
Date: 2015.09.02 18:  
44:08 -05'00'



**APPENDIX A – SCOPE OF SERVICES AND PRICING**

In accordance with the terms and conditions of this Agreement, the County will provide the City with the following services as may be amended from time to time by mutual agreement in writing:

**I. BASIC MAINTENANCE AND SUPPORT SERVICES**

**A. Fees for basic maintenance and support services**

In exchange for the Basic Maintenance and Support Services described here, the City shall pay the County based on the agreed upon annual price schedule. The City will be invoiced by County on monthly basis and such invoices payments shall be paid in accordance with the terms and conditions of this Agreement.

<b>Annual Price Schedule</b>	
<b>Period</b>	<b>Amount</b>
FY15-16	\$165,500
FY16-17	\$170,500
FY17-18	\$175,500

**B. Covered Services**

The County shall provide to the City the following Basic Maintenance and Support Services for the Covered Equipment listed in Subsection C. The City must submit all approved requests for maintenance or services whether hardware or software using the County online Service Catalog system for assignment to County support staff. The County will contact City upon receiving service ticket from City. In the event additional hardware and software is required for the provision of any of the services set forth herein, such hardware or software shall be supplied at the City's sole expense and with City's prior approval.

- 0 County will provide a designated phone number (305-596-HELP (4357)) to report troubles during regular business hours and emergencies after regular business hours.
- 0 Provide authorized City Users with access to the County online Service Catalog system for assignment of maintenance and service tasks to County.
- 0 Designated on-site IT service technician during regular business hours from 8:00 AM until 5:00 PM, excluding weekends and County holidays.

*Interlocal Service and Maintenance Agreement*



- 0 Report problems and coordinate with Vendor for the maintenance of Barracuda Appliance with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of AS-400 with IBM and SunGard guidance pursuant to City's maintenance agreements with those Vendors.
- 0 Report problems and coordinate with Vendor for the maintenance of TREND with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of Interactive Outdoor KIOSKS with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for the maintenance of City AV system support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 Report problems and coordinate with Vendor for maintenance of Wireless Mesh located in the Downtown business district with support of Vendor guidance pursuant to City's maintenance agreements with such Vendor.
- 0 **Emergency After Hour Support**
  - County shall provide 50 hours of overtime during the annual contract period at no charge, included in the price quoted.
- 0 **Public Records Requests**
  - County will process public records made by the City or by third-parties requesting City public records for records involving email searches at no charge, included in the price quoted.
- 0 **Wide Area Network (WAN) and Local Area Network Maintenance (LAN)**
  - Manage Network support upgrades and changes
  - Provide Tier 2 & 3 Network support and troubleshooting.
  - Troubleshooting of premise data wiring and patch cables.
  - Communicate scheduled Maintenance to City liaison.
  - Assignment of IP address to all accounts.



- 0 **Server and SANS Equipment Maintenance**
  - Installation of software for applications
  - Maintain all Microsoft operating systems and software updates
  - Restoration of network services
  - Repair and upgrade of servers
  
- 0 **Computer Equipment Maintenance**
  - Installation of software for applications
  - Maintain all Microsoft and Apple operating systems and software updates
  - Restoration of network services
  - Repair and upgrade of computer
  - Install and setup maintenance loaner (if applicable).
  - Maintain an inventory of computers and spare parts
  - Maintain mobile and handheld computers
  
- 0 **Telephone Equipment Maintenance**
  - Perform reset of voicemail passwords
  - Maintain class of service (COS)
  - Relocate existing and replace defective handsets
  - Install new handsets and setup voice mail
  - Troubleshooting of premise data wiring and patch
  - Contact and reports system problems to vendor
  - Coordinate with vendor to schedule system upgrades
  
- 0 **Administration of Network Organizational Unit (OU)**
  - Add/Delete/Modify user accounts
  - Add/Delete/Modify print resources
  - Add/Delete/Modify file share services
  - Add/Delete/Modify e-mail services
  - Add/Delete/Modify group policies
  - Add/Delete/Modify certificate services
  
- 0 Install and setup of computers and peripherals.
  
- 0 County shall notify Customer upon completion of work to document all work and information pertaining to services rendered.

***Interlocal Service and Maintenance Agreement***



- 0 The County will provide infrastructure Tier 2 maintenance and management for remote access, exchange, active directory, security, servers, SANS, network, AS400, desktop computers, laptop computers and peripheral maintenance. This will require for County to have “**Master System Administrator**” access for County personnel designated with the top permission level over all for system management and administration for City IT systems covered by this agreement.

The Master System Administrators listed below are charged with the responsibility of administering the proper level of permissions to all User’s and designated back-up staff. The County may, from time to time, add, modify or delete Master System Administrators to this Agreement by providing written notice to the City as set forth in this Agreement.

- Lawrence Embil, Security/Fire Wall Support
- Erick Gomez, Network Support Manager
- Gary Lee, Server & Storage Support Manager
- Jorge Mederos, Exchange, Active Directory and Remote Access Support Manager
- Peter Oelkers, AS400 Support Manger
- Mark Acquaviva, Computer Maintenance Supervisor
- Onsite IT Service Technician (TBD)

- 0 Sites covered by this agreement shall include: **See Attachment 1**

- C. Covered Equipment: **See Attachment 2**

Unless agreed to in writing by the parties, the Maintenance and Support Services set forth in this Appendix shall only apply to the following Covered Equipment.



D. Standards for Provision of Basic Maintenance and Support Services

1. On-site IT Service Technician:

The County will provide on-site IT service technician to handle all problems reported by City during regular business hours. The service technician would be vetted by the city in the same manner as city employees would be. The County will leverage the in-station service technician whenever possible and incorporate into new projects. The on-site IT service technician is primarily responsible for daily IT support and in some cases may not have the skillset or availability to meet the project deliverables successfully. The County may need to dispatch special IT service technician(s) as required for resolution of reported problem or delivery of approved service as the expense of the City. The County will provide IT service through a tiered service approach progressing from 1<sup>st</sup> Tier Support to 2<sup>nd</sup> Tier Support to 3<sup>rd</sup> Tier Support as needed for the price quoted.

2. SERVICE REQUESTS –

City shall submit all approved service request to the County using the online Service Catalog system. The City shall be responsible for all associated expenses and shall provide the County with the list of authorized users. The County shall setup each of the Users with accounts for access to the County online Service Catalog system with 7 business days upon receiving list of authorized Users. City shall record the service ticket number for reference for any future service.

3. Problem Reporting and Escalation/Regular Business Hours

The Customer will report all problems and make all authorized service requests directly into the Prevailing ticketing system. Customer must report trouble to the County help desk and open a trouble ticket in order to avoid any delays in obtaining service. Troubles are defined as a failure of active/production IT services.



**Step 1 - Report Trouble by telephone**

Report troubles to the Miami-Dade Help Desk at 305-596-4357 for purpose opening service ticket. Please record the service ticket number for reference.

Service Center	Designation	Number
Help Desk	24/7/365	305-596-4357



**Step 2 - Service Manager Escalation Contacts During Regular Business Hours**

In the event you are not contacted by COUNTY after 60 minutes of reporting trouble during regular business hours, proceed to contact the designated COUNTY supervisor in the order listed below. If you receive no response after 30 minutes from 1st level supervisor proceed to the 2<sup>nd</sup> level escalation contact listed below.

**County Escalation Contacts**

<b>COUNTY</b>	<b>Designation</b>	<b>Phone Number</b>	<b>Email Address</b>
Mark Acquaviva, Supervisor Mobile (786) 256-3844	1st Level Escalation, Business Hours	305-275-7927	<a href="mailto:mja@miamidadegov">mja@miamidadegov</a>
John Concepcion, Division Director Mobile (786) 258-2609	2nd Level Escalation, Business Hours	305-596-8368	<a href="mailto:jnc@miamidadegov">jnc@miamidadegov</a>

**E. Excluded Services**

The following services are not included within the Basic Maintenance and Support Services and shall only be provided by County upon mutual agreement in writing and shall incur a separate fee to City:

- 0 Any service work required due to incorrect or faulty operational conditions, including but not limited to equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.
- 0 The cost of professional service, parts, materials or software required for any services performed by the County under this Agreement.
- 0 The repair or replacement of products or parts resulting from failure of the City's facilities, City employee's personal property and/or devices connected to the IT System (or interconnected to devices) whether or not installed by the County.
- 0 Service repairs made necessary by damage due to an act of God, fire, water, storm, burglary, accident, improper use or abuse.
- 0 Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for equipment malfunction caused by such transmission medium.



- 0 Accessories, custom or special products; modified units; or modified software.
- 0 The repair or replacement of parts resulting from the tampering by persons unauthorized by County or the failure of the IT System due to extraordinary uses.
- 0 Operation and/or functionality of City employee's personal property, equipment, and/or peripherals and any application software not provided or covered by County.
- 0 Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, battery replacement for uninterruptible power supply (UPS).
- 0 Overtime hours worked by the IT Service Technician in excess of 50 hours outside the established Regular Business Hours.

**II. ADDITIONAL IT SERVICES AND RATES**

The following additional IT Services may be provided, at request of the City for the fees as set forth herein. Such fees shall be invoiced and added to the monthly fee for Basic Maintenance and Support Services.

**A. Emergency Services**

Included in the price quoted the County shall provide 50 hours of On-Call 24/7/365 Emergency Support Services for use outside Regular Business Hours on an annual basis. All emergency requests outside the regular service hours in excess of 50 hours, will be subject to the following rate for processing and completing the requested service. City shall use the contacts in Section I(D) above to request such service.

<b>COUNTY Billing Rates</b>	<b>Emergency Hourly Rate</b>
Outside Service Hours:	\$127.50

**B. IT Services and Rates:**

The County upon request shall provide the City with services for strategic IT Design, Planning, Deployment, Implementation, for IT business network and application solutions. These services are not covered by the Basic Maintenance and Support Services but are available on a time



and material basis as mutually approved by the parties. The County will develop a scope of work and project plan that meets business needs in the most cost effective manner.

<b>Additional Hourly Rates</b>		
<b>Service Catalog</b>	<b>T&amp;M Rate</b>	<b>After Regular Hours T&amp;M Rate</b>
GIS Graphic Technician / Mapping	\$90.00	\$135.00
Product Configuration (GIS Routing, Mobile, Dashboards, etc.)	\$110.00	N/A
Project Management	\$115.00	N/A
Systems Programming (Operating & Technical) and Database Administrator	\$125.00	N/A
Analysis and Programming	\$120.00	N/A
Network, Engineering, and Consulting Services	\$120.00	N/A
Telecommunications Technicians	\$85.00	\$127.50



**Attachment 1**

**City of South Miami**

**FACILITY LOCATIONS**

**City Hall**

**(Includes: Police, Building, Finance, Planning, Code, City Clerk, Grants, HR, City Manager) 6130 Sunset Drive**

**South Miami, FL 33143**

**Public Works**

**4795 SW 75 Avenue**

**Miami, FL 33155**

**Parks and Recreation/Community**

**Center 5800 SW 66 Street**

**South Miami, FL 33143**

**Community Redevelopment Agency**

**5825 SW 68 Street**

**Suite 4 Office 400**

**South Miami, 33143**

**South Miami Senior Center**

**6701 SW 62 Avenue**

**South Miami, FL 33143**

*Miami-Dade County Information Technology Department  
Interlocal Service and Maintenance Agreement*



**Attachment 2**

**City of South Miami**

Equipment Covered by Agreement

**City of Miami Equipment Covered by the Agreement**

<b>Equipment Covered</b>		<b>Manufacture</b>
<b>Description</b>	<b>Qty</b>	<b>Make</b>
Desktop Computers with monitor	134	DELL
Mobile Computers	62	DELL
Mobile Handheld Devices i.e. iPads, iPhone or Blackberry	7	APPLE
Multi-Function Network Printers	6	Cannon
Multi-Function Network Printers	3	HP
Color Laser Network Printers	2	Cannon
Color Laser Network Printers	3	HP
Computers Peripherals i.e. printers, scanners	48	HP, Epson, Fujitsu
Servers	29	DELL
Mail Archiver	1	Barracuda
Routers	5	CISCO/HP
Web Filter	1	Barracuda
Network Storage Device	1	HP
Robotic Tape Back-up	1	DELL
Firewall	3	Barracuda
AS-400	1	IBM
Telephone Private Branch	1	Shortel
Telephone Handsets Mobile types: 230 and 115	84	Shortel
Switches	1	CISCO
Switches	20	HP
Interactive Outdoor KIOSKS (In the procurement stage)	-	TBD
Wireless Mesh (in the deployment stage)	-	TBD