Memorandum

MIAMI-DADE COUNTY

Date: March 20, 2018

Agenda Item No. 14(A)(1)

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Ratifying the County Mayor's Execution of Interlocal Agreement Between Miami-Dade County Information Technology Department and the Town of Cutler Bay for Information Technology Maintenance and Support Services for Initial One Year Period and Approving a One Month Extension of Agreement

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the execution of the Interlocal Agreement between the Miami-Dade County Information Technology Services Department (ITD) and the Town of Cutler Bay (Town) for information technology maintenance and support services for an initial one year period and approving a one month extension to the Interlocal Agreement.

Section 2-10 of the Miami-Dade County Code of Ordinance (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 year without prior approval by the Board, but subject to ratification. This contract, which was executed by the County on September 1, 2017 for one year term and extended one additional month, requires ratification and approval by the Board given that it will exceed more than one year in September 2018.

Scope

The Town of Cutler Bay is located in County Commission District 8, which is represented by Commissioner Daniella Levine Cava.

Fiscal Impact/Funding Source

The initial one year agreement from September 1, 2017 to September 1, 2018 will provide the County $98,400. The one month extension effective September 1, 2018 to September 30, 2018 will provide the County with an additional $8,200 for the provision of information technology maintenance and support services for the Town. Approval of this item will not create a negative fiscal impact to the County.

Track Record I Monitor

Juan Aguirre, Field Services Division Director in the Information Technology Department, will monitor this agreement.

Background

Miami-Dade County has been the sole provider of information technology maintenance and support services for the City of South Miami (City) since May 2014. After closely monitoring the information technology services provided the City, the Town of Cutler Bay contacted ITD for an analysis and proposal for the provision of information technology services. In November 2016, the Town requested a meeting with the Miami-Dade County Information Technology Department to discuss information technology services.

After review and approval of the Information Technology Department's proposal, the Town approved a 13-month Interlocal Agreement, effective September 1, 2017, with ITD for information technology maintenance and support services for a total amount of $106,600 to the County on July 19, 2017 through City Resolution No. 17-61 (Attachment1 and 2). The transition was seamless, with no disruption of services and the Town is satisfied with the County's IT services.

Section 2-10 of the Miami-Dade County Code allows the County Mayor or 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 year without prior approval by the Board of County Commissioners, but subject to ratification. Accordingly, it is recommended that the Board ratify the execution of the attached Interlocal Agreements with the City.

Edward Marquez
Deputy Mayor

RESOLUTION NO. 17-61

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR INFORMATION TECHNOLOGY (IT) MAINTENANCE AND SUPPORT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Cutler Bay ("Town") mission states "the Town Council will work to make Cutler Bay an excellent place to live, work and play, and the government will be creative, responsive, and respectful in providing innovative and cost-effective services to the community;" and

WHEREAS, Information Technology ("IT") services play a vital role in innovation and cost effectiveness for the Town, as thirty-two (32) employees are able to become more responsive to residents' needs; and

WHEREAS, Town Staff has determined that an essential need exists for the replacement of IT maintenance and support services; and

WHEREAS, since 2014, the City of South Miami has entered into an Interlocal Agreement with Miami-Dade County Information Technology Department ("ITD") and have expressed their satisfaction with Town Staff while reviewing the progress provided by ITD; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," permits local governments to enter into interlocal agreements to cooperate on a basis of mutual advantage and thereby to provide services in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Town Staff is recommending to the Town Council, to enter into an Interlocal Agreement with ITD for IT maintenance and support services as such a relationship would be mutually advantageous to the Town and Miami-Dade County given the numerous synergies that would arise as a result of the various services that the Town and the County provide to each other, including, but not limited, police, fire, library, parks, and public works; and

WHEREAS, the Town's current IT maintenance and support services contract is on a month-to-month basis, but can be cancelled with a 30-day written notice; and

WHEREAS, the ITD brings with its staff of 779 employees, an array of technical expertise that will provide the Town with a wealth of knowledge and resources to help provide the best possible services to the residents, businesses, and visitors of the Town; and

WHEREAS, the Town Manger recommends that the Town Council authorize the Town Manager to enter into an Interlocal Agreement on behalf of the Town with the same or better terms and conditions as the City contract attached hereto as Exhibit "A;" and

WHEREAS, the Town Council finds that the adoption of this resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, THAT:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Authorization**. The Town Council hereby authorizes the Town Manager to enter into an Interlocal Agreement with ITD, in substantially the form attached hereto as Exhibit "A," for IT maintenance and support services, subject to the Town Attorney's review and approval as to legal form and sufficiency.

Section 3. **Effective Date**. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this 19th day of July, 2017.

PEGGY R. BELL
Mayor

Attest:

DEBRA E. EASTMAN. MMC
Town Clerk

TOWN OF CUTLER BAY
INCORPORATED
2005
FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE TOWN OF CUTLER BAY:

WEISS SEROTA HELFMAN COLE
& BIERMAN, P.L.
Town Attorney

Moved By: Council Member Coriat
Seconded By: Council Member Mixon

FINAL VOTE AT ADOPTION:

Mayor Peggy R. Bell	YES
Vice Mayor Sue Ellen Loyzelle	YES
Council Member Mary Ann Mixon	YES
Council Member Michael P. Callahan	YES
Council Member Roger Coriat	YES

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 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 Town employee authorized by the Town 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 Town 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 Town 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 Town. 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.
1st 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.

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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 1st Tier Support Person shall be reported to the County's ITD's Help Desk which will forward to the County Master System Administrator.

2nd 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 2nd Tier Support shall be reported to the 3rd Tier support for vendor resolution.

3rd Tier Support: shall mean support provided by the hardware and software maintenance vendors under service level agreements with the Town 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 3rd party vendor under contract with the Town to provide customer support and maintenance.

24/7/365: to mean twenty-four (24) hours, seven (7) days and three hundred and sixty-five (365) days each year.

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MIAMI-DADE COUNTY

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 Town 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 hourly service under this agreement. These hourly services include County designated management and support personnel to provide oversight and interface with the Town as the need arises, and project management hours as required. The County will meet jointly with the Town 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 Town at no charge, included in the price quoted. The designated primary point of contact will be the field supervisor and directors will serve as Town's escalation contacts. They will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

County Contact	Role	Phone	Email
Kevin Kincaid *Supervisor*	Primary	(305) 275-7927	kknic@miamidade.gov
Juan Aguirre *Division Director*	2nd Level	(305) 596-8941	jca1@miamidade.gov
John Concepcion *Program Manager*	3rd Level	(305) 596-8368	jnc@miamidade.gov

2.3. When the County performs services at locations under Town control, Town 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. Town will provide all information pertaining to the hardware and software necessary to enable County to perform its obligations under this Agreement.

2.4. The Town hereby agrees to:

2.4.1. Maintain any and all electrical and physical environments in accordance with the manufacturer's specifications and industry best practices 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.

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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 Town property upon the commencement of this Agreement. The office space provided by Town should include a telephone line, network connection, and will be located on the second floor of Town Hall immediately abutting the Town's existing server room which is approximately 10 X 10 and currently being occupied by the Town'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 Town. Cancellation of required vendor system maintenance agreements by the Town 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 Town. 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 Town for canceling Agreement during the year.

2.5. All Town 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 Town to discuss delivery services and any ongoing IT projects. The County will have subject matter experts attend as required to provide recommendations of new IT systems and solutions to the Town. The program manager and division director will monitor the service delivery levels to ensure optimal performance.

County	Phone	Email
John Concepcion *Program Manager*	(305) 275-7927	jnc@miamidade.gov
Juan Aguirre *Division Director*	(305) 596-8941	jca1@miamidade.gov

ARTICLE 3. PRICING, PAYMENT AND TERMS

The cost to the Town for the provision of services under this agreement are as set forth in Appendix A. The County will provide to the Town a monthly invoice, and Town will make payments to the County pursuant to the Florida Prompt Payment Act, section 218.70 et seq., Florida Statutes.

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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

ARTICLE 5. TOWN WARRANTIES

The Town represents and warrants to County as follows:

a) Town 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 Town systems or uses (i) violate, misappropriate or infringe any rights of any third party, (ii) will defame or invade the rights of privacy or public Town 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 Town has the authority to enter into this Agreement for the County to perform these services.

ARTICLE 6. COUNTY WARRANTIES

The County represents and warrants to Town as follows:

a) County has adequate personnel with the necessary expertise to perform the services contemplated herein.

b) The County has the authority to enter into this Agreement for the County to perform these services.

ARTICLE 7. DEFAULT/TERMINATION

7.1. If the County breaches a material obligation under this Agreement (unless Town or a Force Majeure causes such failure of performance); Town may consider the County to be in default. If the Town 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 Town. If the County provides a cure plan, it will begin implementing the cure plan immediately after receipt of Town's approval of the plan.

7.2. If Town breaches a material obligation under this Agreement (unless County or a Force Majeure causes such failure of performance) or if Town 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 Town to be in default. If County asserts a default, it will give Town 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.

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If Town provides a cure plan, it will begin implementing the cure plan immediately after receipt of County's approval of the plan.

7.3. 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 8. 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 Avenue, Miami, Florida
Attention: Juan Aguirre, Division Director
Phone: (305) 596-8941
Email: jca1@miamidade.gov

And to:

Information Technology Department
5680 SW 87 Avenue, Miami, Florida
Attention: John Concepcion, Program Manager
Phone: (305) 596-8368
Email: jnc@miamidade.gov

2) To the Town:

Town of Cutler Bay
10720 Caribbean Blvd., Ste 105, Cutler Bay, Florida
Attention: Rafael G. Casals, Town Manager
Phone: (305) 234-4262
Email: rcasals@cutlerbay-fl.gov

And to:

Town of Cutler Bay
10720 Caribbean Blvd., Ste 105, Cutler Bay, Florida
Attention: Debra E. Eastman, MMC, Town Clerk
Phone: (305) 234-4262
Email: deastman@cutlerbay-fl.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 Town for all communications related billing and work order approvals:

Send all invoices and invoice back-up documentation to:

Name & Title: Rafael G. Casals, Town Manager

Address: 10720 Caribbean Blvd., Ste 105
Cutler Bay, Florida 33189

Phone: (305) 234-4262

Email: rcasals@cutlerbay-fl.gov

Monthly invoice back-up documentation should also be emailed to:

Name & Title: Jazmin Gonzalez, Administrative Services Director

Address: 10720 Caribbean Blvd., Ste 210
Cutler Bay, Florida 33189

Phone: (305) 234-4262

Email: jgonzalez@cutlerbay-fl.gov

Authorized to request billable (time and materials) for IT services:

Name & Title: Robert Daddario, Finance Director or Mildred Bellorin, Accountant

Address: 10720 Caribbean Blvd., Ste 210
Cutler Bay, Florida 33189

Phone: (305) 234-4262

Email: rdaddario@cutlerbay-fl.gov ; mbellorin@cutlerbay-fl.gov

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

County	Role	Phone	Email
Yinka Majekodunmi Accounting Manager	Billing Liaison	(305) 596-8041	ymajeko@miamidade.gov

ARTICLE 9: ACCESS TO CONFIDENTIAL INFORMATION

During the course of this Agreement, the County and Town may have access to the other party's Confidential Information. The County and the Town 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 Town 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: THIRD PARTY PROPRIETARY INFORMATION

During the course of this Agreement, the County and the Town may have access to Third Party Proprietary Information received by either the County or the Town through agreements and licenses with third parties. The County and Town 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 Town. Notwithstanding the foregoing, the parties acknowledge and agree that as a political subdivision and municipal corporation of the State of Florida, the County and Town 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 11: PUBLIC RECORDS

11.1 The parties acknowledge and agree that as a political subdivision and municipal corporation of the State of Florida, the County and Town are subject to Florida's Public Records Law, Section 119 of the Florida Statutes. The parties agree that they will comply with any and all requirements imposed upon them by Chapter 119, Florida Statutes, Florida's Public Records Act.

a. The County is required to comply with Florida's public records law and specifically to:

i. Keep and maintain public records required by the Town to perform the service.

ii. Upon request from the Town's custodian of public records, provide the Town 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 this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the County does not transfer the records to the Town.

iv. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the County or keep and maintain public records required by the public agency to perform the service. If the County transfers all public records to the Town upon completion of the contract, the County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the County keeps and maintains public records upon completion of the contract, the County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

11.2 **Public Records Disclosure Pursuant to Section 119.0701(2)(a), Florida Statutes:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Debra E. Eastman, MMC, Town Clerk
Mailing Address:	10720 Caribbean Blvd., Ste 105 Cutler Bay, Florida 33189
Telephone Number:	(305) 234-4262
Email:	deastman@cutlerbay-fl.gov

Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

ARTICLE 12. 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 Town, 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 Town from the Inspector General or IPSIG retained by the Inspector General, to the extent provided by and subject to applicable law, the Town 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 Town'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 13. 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 14. INDEMNIFICATION

The Town 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, Town'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 Town 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 Town from any Claim arising out of the negligent performance or failure of performance of the Town or any unrelated third party.

ARTICLE 15. TERM OF AGREEMENT

This Agreement shall become effective the later of **July 19, 2017** or upon signature by all parties (Effective Date) and will remain in full force and effect until **September 30, 2018**. The County and the Town may jointly extend this Agreement for a one-year term by mutual agreement which **must be approved by the Town Council**. Upon any extension, the County and Town 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 16. TERMINATION

Either the Town 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 Town 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 town and deliver to any location designated by the town 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 town under this agreement.

ARTICLE 17. 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.

ARTICLE 18. 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 19. 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.

Miami-Dade County Information Technology Interlocal Service and Maintenance Agreement

This Agreement comprises the entire agreement between County and Town 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.

MIAMI-DADE COUNTY, FL

BY: _____
Carlos A. Gimenez
Miami-Dade County Mayor

ATTEST: _____

TITLE: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
County Attorney

Miami-Dade County
Resolution No. _____

TOWN OF CUTLER BAY, FL

BY: _____
Rafael G. Casals
Town Manager

ATTEST: _____

TITLE: Administrative Services Director.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
Town Attorney

Town Resolution No. 17-61

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APPENDIX A – SCOPE OF SERVICES AND PRICING

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

- **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 Town shall pay the County annual fee of **$98,400**. The Town will be invoiced by County on annual basis and such invoices payments shall be paid in accordance with the terms and conditions of this Agreement.

B. Covered Services:

The County shall provide to the Town the following Basic Maintenance and Support Services for the Covered Sites and Covered Equipment listed in Subsection C and D. The Town must report trouble tickets by calling County in the 24/7/365 designated phone number. Town must submit all approved requests for services whether hardware or software using the County Online Service Catalog system for assignment to County support staff. The County will contact Town upon receiving service ticket from Town. 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 Town's sole expense and with Town's prior approval.

- County will provide a designated phone number 305-596-HELP (4357) to report trouble during regular business hours and request emergency services after regular business hours.
- Provide authorized Town Users with access to the County Online Service Catalog system for submission of Service Request to tasks the County IT.
- County will provide IT serviced during regular business hours from 8:00 AM until 5:00 PM, excluding weekends and Town holidays.
- Report problems and coordinate with Vendor for the Telephone maintenance of Branch PBX system pursuant to Town's maintenance agreements with such Vendor.
- Report problems and coordinate with Vendor for the maintenance of Barracuda Appliance with support of Vendor guidance pursuant to Town's maintenance agreements with such Vendor.

- Report problems and coordinate with Vendor for the maintenance of TREND with support of Vendor guidance pursuant to Town's maintenance agreements with such Vendor.

- Report problems and coordinate with Vendor for the maintenance of Town AV system support of Vendor guidance pursuant to Town's maintenance agreements with such Vendor.

- Report problems and coordinate with Vendor for maintenance of Wireless Meraki System located in the Town Center and Remote Parks with support of Vendor guidance pursuant to Town's maintenance agreements with such Vendor.

- **Emergency After Hours Support**
  - County shall provide emergency service after regular business hours on overtime bases during the annual contract period. The first 12 hours at no charge, included in the price quoted.

- **Public Records Requests**
  - County will process public records made by the Town or by third-parties requesting Town public records for records involving email searches, included in the price quoted.

- **Wide Area Network (WAN) and Local Area Network Maintenance (LAN)**
  - Manage Network support upgrades and changes
  - Provide Tier 1, 2 & 3 Network support and troubleshooting
  - Troubleshooting of premise data wiring and patch cables
  - Communicate to the designated Town liaison all scheduled maintenance
  - Assignment of IP address to all accounts

- **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

- **Computer Equipment Maintenance**
  - Installation of software for applications
  - Install and setup of laptops, tablets, computers, and peripherals
  - Maintain Microsoft and Apple operating systems with 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

- **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 telephone problems to vendor
  - Coordinate with vendor to schedule system upgrades

- **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

- **AV System Support**
  County will provide onsite technical support prior to start of each scheduled Town Council Meetings, State of Town Address, Budget and Special Council Sessions. Once the AV system has been tested and accepted by Town Clerk the County technician will be excused.

- County shall notify Customer upon completion of work to document all work and information pertaining to services rendered.

- The County will provide infrastructure Tier 2 maintenance and management for remote access, exchange, active directory, security, servers, SANS, Networks, 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 Town 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 Town as set forth in this Agreement.

- Security/Fire Wall Support/Anti-Virus/Anti-Spam
- Network/Wireless
- Server/Storage/Back-Up
- Exchange/Active Directory/Remote Access Support
- Telephone PBX /VoIP
- Office Peripherals/Computer Systems
- Software Licensing

- On-site AV support for Town Council meetings provided or covered by County technicians.

C. Sites Covered by this Agreement shall include: (See Attachment 1)

D. Equipment Covered:

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. **(See Attachment 2)**

E. Standards for Provision of Basic Maintenance and Support Services:

1. On-Site IT Service Technician:

   The County will dispatch on-site IT service technician to handle all problems reported by Town during regular business hours. The service technician would be vetted by the Town in the same manner as Town employees would be. 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 requested deliverables successfully. The County will provide IT service through a tiered service approach progressing from 1st Tier Support to 2nd Tier Support to 3rd Tier Support as needed for the price quoted.

2. 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.

IT Service Center	Hours	Phone
Report Trouble and Open Ticket	24/7/365	(305) 596-4357

Step 2 - Service Manager Escalation Contacts
In the event the Town is not contacted by County after sixty (60) minutes of reporting trouble during regular business hours, proceed to contact the designated County contact in the order listed below.

If you receive no response after thirty (30) minutes from 1st level supervisor, proceed to the next level escalation contact listed below every 15 minutes.

County	Role	Phone	Email
Kevin Kincaid Supervisor	1st Level	(786) 586-4538	kknic@miamidade.gov
John Concepcion Program Manager	2nd Level	(305) 596-8368	jnc@miamidade.gov
Juan Aguirre Division Director	3rd Level	(305) 596-8941	jca1@miamidade.gov
Operating & Service Center 24/7/365 Escalation & Emergency Contact			(305) 596-4357

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F. 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 Town:

- 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.
- The cost of professional service, parts, materials or software required for any services performed by the County under this Agreement.
- The repair or replacement of products or parts resulting from failure of the Town's facilities, Town employee's personal property and/or devices connected to the IT System (or interconnected to devices) whether or not installed by the County.
- Service repairs made necessary by damage due to an act of God, fire, water, storm, burglary, accident, improper use or abuse.
- Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for equipment malfunction caused by such transmission medium.
- Accessories, custom or special products; modified units; or modified software.
- 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.
- Operation and/or functionality of Town employee's personal property, equipment, and/or peripherals and any application software not provided or covered by County.
- Operational supplies, including but not limited to ALL consumable items, printer paper, printer ribbons, toner, photographic paper, magnetic tapes, battery replacement for uninterruptible power supply (UPS).
- Overtime hours worked by the IT Service Technician in excess of 8 hours outside the established Regular Business Hours.

- **COUNTY IT SERVICES AND RATES**

The following additional IT Professional Services and Consulting may be provided, at request of the Town for the fees as set forth herein. Such fees shall be invoiced upon completion of and invoiced the monthly fee for Basic Maintenance and Support Services.

A. Emergency Services

Included in the price quoted the County shall provide twelve (12) 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 eight (8) hours, will be subject to the following rate for processing and completing the requested service. Town shall use the contacts listed above to request such service.

County Billing Rate	Hourly Rate
Emergency Service	$150.00

B. IT Professional Services and Rates

The County, upon request, shall provide the Town with professional services for strategic IT Technology Design, Planning, Deployment, and Implementation, for IT infrastructure systems and application solutions. County professional services are not covered by the Basic Maintenance and Support Services but are available on a time and material basis or project 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.

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Additional Hourly Rates		
Service Catalog	**Time & Material Rate**	**After Regular Hours – Time & Material Rate**
GIS Graphic Technician / Mapping	$90.00	$135.00
Product Configuration (GIS Routing, Mobile, Dashboards, etc.)	$125.00	N/A
Project Management	$115.00	N/A
Database Systems Programming (Operating & Technical) and Database Administrator	$130.00	N/A
Analysis and Programming	$125.00	N/A
Infrastructure Engineering and Consulting Services	$130.00	N/A
Security, Network, and Consulting Services	$125.00	N/A
Information Technology Technician	$100.00	$150.00

C. Submission of Service Requests

Town shall submit all approved service request to the County for IT Professional Services and Consulting using the online Service Catalog system. The Town 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 seven (7) business days upon receiving list of authorized Users. The County will meet and coordinate with the Town to develop a scope of work and project plan that meets business needs in the most cost-effective manner.

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MIAMI-DADE COUNTY

ATTACHMENT 1

Town of Cutler Bay
IT Maintenance & Support Services

Town of Cutler Bay Sites Covered by Agreement	
Description	**Address**
Cutler Bay Town Center	10720 Caribbean Blvd., Ste 105, Cutler Bay, FL 33189
Bel-Aire Park	18500 SW 97 Avenue, Cutler Bay, FL 33157
Blue Heron Park	21900 SW 97 Avenue, Cutler Bay, FL 33189
Cutler Ridge Park and Pool	10100 SW 200 Street, Cutler Bay, FL 33189
Franjo Park	20175 Franjo Road, Cutler Bay, FL 33189
Lakes by the Bay	8551 SW 216 Street, Cutler Bay, FL 33189
Lincoln City Park	SW 212 Street & SW 99 Avenue, Cutler Bay, FL 33189
Saga Bay Park	8000 SW 205 Street, Cutler Bay, FL 33189
Saga Lake Park	SW 198 Street & SW 83 Avenue, Cutler Bay, FL 33189
Whispering Pines Park	8800 Ridgeland Drive, Cutler Bay, FL 33157

MIAMI-DADE COUNTY

ATTACHMENT 2

Town of Cutler Bay
IT Maintenance & Support Services

Town of Cutler Bay Equipment Covered by Support Agreement		
Equipment coverage is subject to change as equipment are retired and/or replaced with new. New equipment will be covered by the terms and conditions of the agreement.		
Description	**Count**	**Make**
Desktop Computers with monitor	32	DELL
Laptop Computers	TBD	DELL
Tablets Computers	TBD	Microsoft
Mobile Devices i.e. iPads, iPhone, MAC	TBD	APPLE
Multi-Function Network Printers	TBD	Cannon
Multi-Function Network Printers	TBD	HP
Color Laser Network Printers	TBD	Cannon
Color Laser Network Printers	TBD	HP
Computers Peripherals i.e. scanners	TBD	HP, DELL
Servers Core Town Center	TBD	DELL
Virtual Server Cluster Town Center	1	DELL
Network Storage Device	1	HP
Tape Back-up Device	TBD	TBD
Firewall Core Town Center	1	Barracuda
Mail Archiver	1	Barracuda
Web Filter	1	Barracuda
Anti-Spam	1	Barracuda
Firewall Remote Branch	4	Barracuda
Telephone Private Branch	1	Nortel
Telephone Handsets Mobile types:	TBD	Nortel
Core Network Router Town Center	1	HP
Switches Core Network	TBD	CISCO
Switches Remote Branches	TBD	HP
Meraki Wireless Core Town Center	1	CISCO/ Netgear
Meraki Wireless Remote Branch(s)	2	CISCO/ Netgear

MEMORANDUM
(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: April 10, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

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. 14(A)(1)
3-20-18

RESOLUTION NO. _____

RESOLUTION RATIFYING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF CUTLER BAY 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 AN INITIAL ONE YEAR TERM FOR PAYMENT TO THE COUNTY OF $98,400.00 AND $8,200.00 FOR A ONE MONTH EXTENSION; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY TERMINATION PROVISIONS AND ANY OTHER CONTRACTUAL RIGHTS CONTAINED THEREIN

WHEREAS, on July 19, 2017, the Town of Cutler Bay 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 Town of Cutler Bay; and

WHEREAS, the Town of Cutler Bay paid Miami-Dade County $98,400.00 for the provision of the services for a one year period; and

WHEREAS, the Town of Cutler Bay and the County jointly wish to extend this term for one additional month for a payment of $8,200.00 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; and

WHEREAS, pursuant to Section 2-10 of the Code, the Town of Cutler Bay and the County desire that the attached agreement to provide services for the initial one year period be ratified and the one month extension be approved in order to permit such agreement to remain effective for a period longer than one year,

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 Town of Cutler Bay for the provision of information technology maintenance and support services to the Town of Cutler Bay as attached to the accompanying memorandum and approves the one month extension of such agreement. Under the agreement, the County will be paid $98,400.00 for the initial one year period and will be paid $8,200.00 for one additional month of service commencing on September 1, 2018. 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:

Esteban L. Bovo, Jr., Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of March, 2018. 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.

Hugo Benitez