

Date: May 7, 2024

To: Honorable Chairman Oliver G. Gilbert, III and
Members, Board of County Commissioners

Agenda Item No. 9(A)(4)

From: Daniella Levine Cava
Mayor



Resolution No. R-409-24

Subject: Ratification of an Interlocal Agreement with the Town of Cutler Bay for
information technology maintenance and support services

Executive Summary

This item ratifies an Interlocal Agreement between Miami-Dade County (County) and the Town of Cutler Bay (Town) for information technology maintenance and support services for an initial one-year term and authorizes a four-year extension. Pursuant to Sections 2.9 and 2.10 of the Code of Miami-Dade County (Code), this Agreement is subject to ratification by the Board of County Commissioners (Board). It's important to note, the Town will pay the County a minimum of \$279,016 annually resulting in a minimum generated revenue amount of \$1,395,080 for the life of the contract. The County has been the sole provider of the Town's information technology maintenance and support services since September 2017.

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the Interlocal Agreement between the County and the Town for information technology maintenance and support services for a one-year term commencing on October 1, 2023. Additionally, this item authorizes a four-year extension commencing on October 1, 2024 and expiring on September 30, 2028.

Sections 2-9 and 2-10 of the Code allows the County Mayor or the County Mayor's designee to enter into a contract 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 subject to ratification by the Board.

Scope

The Town of Cutler Bay is in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

Delegation of Authority

This item ratifies the action of the County Mayor's designee in executing the Agreement. The accompanying resolution further authorizes the extension of this one-year Agreement by another four years and authorizes the County Mayor or County Mayor's designee to exercise all provisions of the Agreement including termination.

Fiscal Impact/Funding Source

The Interlocal Agreement will generate a minimum of \$279,016 annually in revenue to the County through the provision of information technology maintenance and support services to the City.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page No. 2

Track Record/Monitor

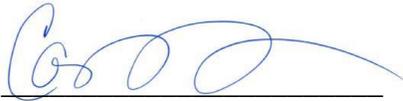
Kawal Kaimchan, Service Management Division Director in the Information Technology Department, monitors this agreement.

Background

In November 2016, the Town requested a meeting with the Information Technology Department (ITD) to discuss information technology services. The Town closely monitored the information technology services the County provided the City of South Miami and contacted ITD for an analysis and proposal for the provision of information technology services. After review and approval of ITD's proposal, the Town and ITD mutually agreed to execute an Interlocal Agreement for information technology services.

The County has been the sole provider of the Town's information technology maintenance and support services since September 2017. The County has provided significant enhancements and security improvements to the network and the Town is very satisfied with the County's services. The Interlocal Agreement expired on September 30, 2023 and at the request of the Town a new agreement was executed, with an effective date of October 1, 2023.

Attachment



Carladenise Edwards
Chief Administrative Officer

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



INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT

THIS INTERLOCAL SERVICE AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF CUTLER BAY, a municipal corporation within the State of Florida, having its principal office at 10720 Caribbean Blvd., Suite 210, Cutler Bay, FL 33189, (hereinafter sometimes referred to as the “Customer” or “Town”) and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128, (hereinafter referred to as the “County” or “Contractor”) and is effective as the later of **October 1, 2023** or upon signature of all parties.

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 Town desires that the County, through the ITD, provide certain services as further described in Appendix A – Scope of Services to the Town for maintenance and support of the Town’s information technology systems for the Town’s security firewall, exchange, active directory, remote access, network, servers, Storage Area Networks (SANS), desktop computers, laptops, Apple products to include iPhones, MACs, and iPad devices and any and all additional peripherals; and

WHEREAS, the County agrees to provide such IT maintenance and support services to the Town pursuant to the conditions set forth in this Agreement which shall commence on the effective date, unless terminated with one hundred and twenty (120) days written notice by either the County or Town 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:

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



ARTICLE 1. DEFINITIONS

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

“Regular Business Hours” shall mean from 8 AM until 5 PM, weekdays, excluding County holidays observed by Miami-Dade County government and/or the Town of Cutler Bay 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 users.

“On-site IT Service Technician” shall mean the person(s) designated by County to be responsible for the delivery of IT support services to the Town. The On-site IT Service Technician(s) will have Master System Administrator access for troubleshooting reported problems and coordinating overall operational support for the Town, as well as serving as vendor liaisons. The On-site IT Service Technician will have access to triage the issue to determine whether it is technical or operational, and shall resolve operational issues and respond to questions concerning the use of the system.

“1st Tier Support” shall mean support provided by designated On-site IT Service Technician and shall consist of the first point of contact for customer support of users.

“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 issues 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.

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



“SANS” shall 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 manufacturer or 3rd party vendor under contract with the Town to provide customer support and maintenance.

“24/7/365” shall mean twenty-four hours a day, seven days a week, and three hundred and sixty-five days each year.

ARTICLE 2. SCOPE AND TERM OF SERVICES

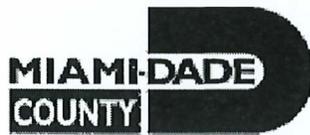
2.1 In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for such services, the County, through its ITD, will make commercially reasonable efforts to provide the Town with the highest quality, cost effective, County Services as set forth in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

2.2 The County will provide designated program manager and executive management to provide oversight and interface with the Town as the need arises under this Agreement. 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 additional charge. The designated primary point of contact will be the On-site IT Service Technician, and the Supervisor and Division Director will serve as Town’s escalation contacts. They will be the primary liaisons monitoring the service delivery levels to ensure optimal performance.

County Contacts	Role	Phone	Email
On-site Service Technician	Primary	TBA	TBA
Kevin Kincaid, Supervisor	2 nd Level	786-586-4538	Kevin.Kincaid@miamidade.gov
Kawal Kaimchan, Division Director	3 rd Level	305-596-8714	Kawal.Kaimchan@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, air conditioning, 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.

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



2.4 The Town hereby agrees to:

2.4.1 Maintain 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 Town property upon the commencement of this Agreement. The office space provided by the Town should include a telephone line, network connection, and be located at Town Hall 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, unless the Town and the County mutually agree that the County will be the provider of the Town's internet service.

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 with assistance from the County. 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 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.

2.4.10 The Agreement can be cancelled at any time by the County with notification in writing, at least one hundred and twenty (120) days prior to cancellation. There will be no early termination charges from the Town for canceling Agreement.

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

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



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 monthly and annual invoices, as required by the type of service being billed, and Town will make payments to the County within thirty (30) days after the date of each invoice.

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. 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 private or public 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.

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



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. 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 7.1 or 7.2, 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.

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



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
Address: 5680 SW 87 Ave. Miami, Fl. 33173
Attention: Kawal Kaimchan
Phone: 305-596-8714
Email: Kawal.Kaimchan@miamidade.gov

and to:

Information Technology Department
Address: 5680 SW 87 Ave. Miami, Fl. 33173
Attention: Maria E. Johnson
Phone: 305-596-8128
Email: Maria.Johnson@miamidade.gov

(2) To the Town:

Attention: Rafael G. Casals, Town Manager
Address: 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189
Phone: (305) 234-4262
Fax: (305) 234-4251
E-mail: rcasals@cutlerbay-fl.gov

and to:

Attention: Mitch Bierman, Town Attorney
Address: 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189
Phone: (305) 854-0800
Fax: (305) 854-2323
E-mail: mbierman@wsh-law.com

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.

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



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: Jazmin Gonzalez, Administrative Services Director
 Address: 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189
 Phone: (786)573-5504
 Email: jgonzalez@cutlerbay-fl.gov

Monthly invoice back up documentation should also be emailed to:

Name & Title: Robert Daddario, Finance Director
 Address: 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189
 Phone: (786) 573-5510
 Email: rdaddario@cutlerbay-fl.gov

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

Name & Title: Rafael G. Casals, Town Manager
 Address: 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189
 Phone: (786) 573-5518
 Email: rcasals@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 Finance and Budget Manager via electronic email.

County Contact	Role	Phone	Email Address
Sara Tippit, Finance and Budget Manager	Billing Liaison	305-275-7713	Sara.Tippit@miamidadegov

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



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. 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 Inspector General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project

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



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 from 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 12. GOVERNING LAW

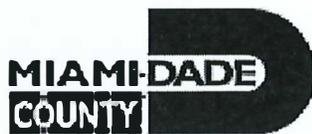
This Agreement, including attachments or appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 13: 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

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



actions or proceedings of any kind or nature 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 14: TERM OF AGREEMENT

This Agreement shall become effective the later of October 1, 2023, or upon signature by all parties (Effective Date) and will remain in full force and effect until September 30, 2024. Upon approval of the Board of County Commissioners, the term of this Agreement shall extend to September 30, 2028. Furthermore, 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 15: 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. In such event, one hundred and twenty (120) days after receipt of such notice ("Termination Date"), the County or Town shall, unless otherwise directed:

- i. Stop all work.
- ii. Take such action as may be necessary for the protection and preservation of the other party's materials and property.
- iii. Cancel all pending 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.
- v. Take no action which will increase the amounts payable by the Town under this Agreement.

ARTICLE 16. 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.

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



ARTICLE 17. 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 18. 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 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.

(Signature page follows)

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



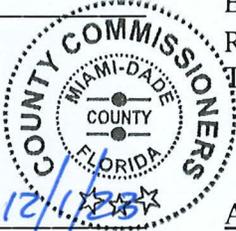
MIAMI-DADE COUNTY

TOWN OF CUTLER BAY

for
BY: 
Daniella Levine Cava
Miami-Dade County Mayor

BY: 
Rafael Casals (Oct 17, 2023 11:24 EDT)
Rafael G. Casals
Town Manager

ATTEST:  12/1/23
Anthony Lavadie - e302751



ATTEST: 

TITLE: Deputy Clerk

TITLE: Town Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Veronica Sanchez
County Attorney


Roger Pout (Oct 18, 2023 12:32 EDT)
Town Attorney

Resolution 23-73
Town Resolution No.

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



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:

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 Town shall pay the County based on the agreed upon annual price schedule. The Town will be invoiced by the County monthly and annually, as required by the type of service being billed, and invoice payments shall be paid in accordance with the terms and conditions of this Agreement.

Estimated Price Schedule based on FY23-24 Support Levels

Description	FY23-24
Basic Maintenance and Support Services	\$123,194
Cloud Services (VDI Support Services)	\$19,750
Network Services (CBTC Network Maintenance/Internet Connectivity)	\$20,940
Server Support (Data Center Services, Servers and Data Storage)	\$53,798
Communication (Circuit, Long Distance, Telephone Lines/Maintenance Wireless)	\$61,334

Note: The price schedule is based on the current level of services being delivered and provided by ITD for FY23-24. The prices are subject to change with new Town requests received for increased services to the FY23-24 level being provided by ITD. Furthermore, the prices for future fiscal years (year 2 thru year 5) of this agreement will be based on the County’s Service Rates and will be presented in February of every year of the agreement for the Town’s consideration. At this time it is very difficult for Miami-Dade County ITD to provide a price, considering that technology is ever so quickly changing and effects pricing.

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 Attachment 1. Town must submit all approved requests for maintenance or services whether hardware or software using the County’s IT Service Management 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.

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



- County will provide a designated phone number 305-596-HELP (4357) to report troubles during Regular Business Hours and request emergency services after hours.
- Provide authorized Town users with access to the County IT Service Management System for assignment of maintenance and service tasks to County.
- Designated On-site IT Service Technician during Regular Business Hours
- Designated On-site IT Service Technician during any Declaration of Emergency for the entire time or as needed by the Town.
- Maintain, support and repair problems with Town firewall appliances with support of vendor guidance pursuant to Town's maintenance agreements with such vendor.
- Maintain, support, and repair problems and coordinate with vendor for the maintenance of Town Internet services.
- Provide anti-virus 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 Audio Video (AV) System pursuant to Town's maintenance agreements with such vendor. County will provide on-site 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 IT Service Technician will be excused.
- Maintain, support and repair problems with Town employee and guest WiFi services located on Town facilities.
- County shall provide emergency service after regular business hours on overtime basis 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 requests made by the Town or requests by third parties for Town public records involving email searches, included in the price quoted.

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



- **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 hardware equipment and software for applications
 - 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 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

- **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.

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



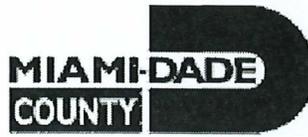
- **Cloud Services Support**
 - Installation and maintenance of the cloud environment, including server and virtual desktops
 - Troubleshooting connectivity issues with cloud environment
 - Provide Cloud Services to the user to allow work from any location
 - Installation and maintenance of thin client manager

 - 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, network, thin clients, internet, 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 Users 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.
 - Lawrence Embil, Security and Fire Wall Support Manager
 - Mario Lopez, Internet and Network Support Manager
 - Mario Gomez, Server and Storage Support Manager
 - Guido Ferro, Cloud Services Manager
 - Edgardo Sanchez, Exchange, Active Directory and Remote Access Support Manager
 - Kevin Kincaid, Computer Maintenance Supervisor
 - On-site IT Service Technician

 - Sites covered by this agreement are listed in Attachment 1
- C. Covered Equipment: Unless agreed to in writing by the parties, the Basic Maintenance and Support Services set forth in this Appendix shall only apply to the equipment listed in Attachment 2.

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



D. 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 On-Site IT Service Technician would be vetted by the Town in the same manner as Town employees would be. The County will leverage the On-site 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 requested deliverables successfully. The County may need to dispatch specialized IT Service Technician(s) as required for resolution of reported problem or delivery of approved service at the expense of the Town. 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. Service Requests

Town shall submit all approved service requests to the County by using the online IT Service Management System or calling the County's IT Service Center. The Town shall be responsible for all associated expenses and shall provide the County with the list of authorized users. The County shall set up each of the users with accounts for access to the County's IT Service Management System within 7-business days of receiving the list of authorized users. Town 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 directly into the County's IT Service Management System or call the County's IT Service Center. Customer must report problems to the County's IT Service Center to open an incident ticket in order to avoid any delays in obtaining service. Problems are defined as a failure of active/production IT services.

Step 1 – Report Problem by Telephone or IT Service Management System

Report problems to the County's IT Service Center at 305-596-4357 or directly into the County's IT Service Management System to open an incident ticket. Please record the incident ticket number for reference.

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

Below is the link to access the myIT Self-Service Management System for reporting problems

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



Step 2 - Service Manager Escalation Contacts

In the event the Town is not contacted by County after 60 minutes after reporting a problem, proceed to contact the designated County contact in the order listed below. If you receive no response from the 1st Level Escalation contact after 30 more minutes, proceed to the 2nd Level Escalation contact listed below.

County Contacts	Role	Phone	Email
Kevin Kincaid, Supervisor	1 st Level Escalation	786-586-4538	Kevin.Kincaid@miamidade.gov
Kawal Kaimchan, Division Director	2 nd Level Escalation	305-596-8741	Kawal.Kaimchan@miamidade.gov

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 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.

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



- The repair or replacement of parts resulting from the tampering by persons unauthorized by County and/or Town and 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 printer paper, printer ribbons, toner, photographic paper, magnetic tapes, battery replacement for uninterruptible power supply (UPS).

4. ADDITIONAL IT SERVICES AND RATES

The following additional IT Professional Services may be provided, at request of the Town 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) After-Hours Services (Excluding Periods of any Declaration of Emergency)

The County shall provide On-call 24/7/365 After Hours Services for use outside Regular Business Hours on an annual basis. All After-Hours requests outside the Regular Business Hours will be subject to the following rate for processing and completing the requested service. Furthermore, the After-Hours Rate for future fiscal years (year 2 thru year 5) of this agreement will be based on the County’s Service Rates and will be presented in February of every year of the agreement for the Town’s consideration.

County Billing Rates	After-Hours Rate
After-Hours Rate	\$172.50

b) IT Service Rates:

The County upon request shall provide the Town with services for strategic IT Design, Planning, Deployment, and 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.

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



Additional Hourly Rates for FY23-24		
Service Rates	T&M Rate*	After Hours T&M Rate*
Installer Services (GIS)	\$90.00	\$135.00
IT Engineering and Design Services	\$145.00	N/A
Program Management Services	\$146.00	N/A
Senior Developer/Analyst/Administrator (Application Services)	\$154.00	N/A
Senior Developer/Analyst/Administrator (Database Services)	\$154.00	N/A
Senior Developer/Analyst/Administrator (GIS Services)	\$154.00	N/A
Senior Developer/Analyst/Administrator (Security Services)	\$154.00	N/A
Technical Services (ITS)	\$100.00	\$150.00
Telecom Technician Services	\$115.00	\$172.50

*For the latest fiscal year Time and Materials (T&M) rates, visit the link below
<https://miamidade.live/mybrm>

c) Submission of Service Requests

The Town shall submit all approved service requests to the County for IT Professional Services and Consulting using the online IT Service Management 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 IT Service Management system within 7 business days upon receiving the 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.

Below is the link to access the County’s online IT Service Management System:
<http://myit.miamidade.gov>

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

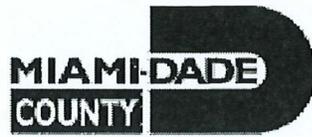


Attachment 1

Town of Cutler Bay

Sites Covered by Agreement	
Description	Address
Cutler Bay Town Center	10720 Caribbean Blvd., Suite 210, Cutler Bay, FL
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
Saga Bay Park	8000 SW 205 Street, Cutler Bay, FL 33189
Saga Lake Park	SW 198 Street & SW 83 Avenue, Cutler Bay, FL
Whispering Pines Park	8800 Ridgeland Drive, Cutler Bay, FL 33157

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



Attachment 2

Town of Cutler Bay

Town of Cutler Bay Equipment Covered by the Support Agreement		
<i>Below table provides a snapshot of equipment identified during the development of this Agreement and is subject to change.</i>		
Description	Qty	Make
Desktop Computers with monitor	15	DELL
Thin Clients with monitor	27	DELL
Laptop Computers	65	DELL, LENOVO
Tablets Computers	19	Microsoft
Mobile Devices i.e. iPads, iPhone, MAC	3	APPLE
Multi-Function Network Printers	7	Toshiba
Color Laser Network Printers	9	HP, Canon
B/W Laser Network Printers	3	HP
Epson Plotter	1	Epson
Computers Peripherals i.e. scanners	TBD	HP, DELL
Servers Core Town Center	6	DELL
Virtual Server Cluster Town Center	1	DELL
Network Storage Device	1	HP
Tape Back-up Device	1	DELL
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
Cisco VOIP Phones	48	Cisoco
Core Network Router Town Center	1	HP
Switches Core Network	TBD	CISCO
Switches Remote Branches	9	HP
Meraki Wireless Core Town Center	1	CISCO/Netgear
Meraki Wireless Remote Branch(s)	2	CISCO/Netgear
Wireless Access Points	15	CISCO



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 7, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(4)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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)(4)
5-7-24

RESOLUTION NO. R-409-24

RESOLUTION RATIFYING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF AN 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 COUNTY CODE FOR A ONE-YEAR TERM FOR A MINIMUM ANNUAL PAYMENT TO THE COUNTY OF \$279,016.00; AUTHORIZING A FOUR-YEAR EXTENSION OF SAME; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL CONTRACTUAL RIGHTS, INCLUDING ANY TERMINATION PROVISIONS, CONTAINED THEREIN

WHEREAS, on October 1, 2023, 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 maintenance and support services for a minimum annual payment of \$279,016.00 as provided in the attached agreement and 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 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 one-year 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 hereto and authorizes a four-year extension of such agreement. Under the agreement, the County will be paid a minimum of \$279,016.00 annually commencing on October 1, 2023. The County Mayor or County Mayor’s designee is further authorized to exercise any contractual rights, including any termination provisions, contained therein for and on behalf of Miami-Dade County.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

VNS

Veronica Sanchez