

MIAMI DADE COUNTY'S PUBLIC ACCESS SYSTEM

The Public Access System was developed to address requests from the private sector for on-line access to the information maintained by various County departments. The private sector will be allowed to access this information via personal computer with the necessary communications software and documentation provided by the County.

The system is available 7 days a week, 24 hours per day, with technical support available from 8:00 a.m., to 5:00 p.m., Monday through Friday excluding legal holidays.

If you need to contact us call 305-596-8148, or fax us at 305-596-8072 or email us at publicaccess@miamidade.gov.

Description of Fees and Demo

There is a one time, nonrefundable, \$125 Start Up Fee. There is a \$52 (208 minute) per month minimum charge at the rate of \$0.25 per minute of connect time. Please be advised the forms of payment we accept are **VISA & MASTERCARD**, check or money order.

On-site support will be provided at a rate of \$50.00 per hour, with a one-hour minimum per site visit (excluding training). For site visit outside Dade County, the customer will be charged the actual cost of associated with the visit, plus a 25% service fee.

The County offers, and strongly recommends, that all new customers attend a free two-hour demo/training session given most Tuesdays at 10AM or 2PM. If you'd like to attend, please provide us at least a day's notice, by calling.

Contract

Fill out and sign the contract and Attachment D (a total of 4 pages). We need the **original** along with the Start up fee of \$125 as follows:

- 1) Make Check Out To: **Board Of County Commissioners**
- 2) Mail To: Miami-Dade County - ETSD
Attn: Public Access
5680 SW 87th Ave.
Miami, Fl. 33173

Once we have received the contract and check we will begin the process of obtaining an ID and password. This can take from 3 to 5 business days; from the time Public Access receives the contract. Once we have obtained an ID and password we will contact you and you can install the necessary communications software.

DATA ACCESS AGREEMENT

This agreement, dated _____, is made between Miami Dade County, Florida (the "owner"), and _____ (the "customer") for the purpose of providing the customer with remote access to certain data, as defined as part of this agreement, which is accumulated and/or created by the owner in the normal course of county business. As approved by the Board of County Commissioners, the Director of the **ETSD** can execute this agreement.

I. PERIOD OF AGREEMENT

This agreement will remain in force until canceled in writing by either party. This cancellation notice must be received at least fifteen (15) days prior to the actual cancellation date. Amendments relative to various aspects of the agreement may be required from time to time and the customer will have the option of accepting amendment conditions or terminating the agreement. All amendments will be written and will be transmitted to the customer in a timely manner to provide ample time for review and acceptance before any amendment takes effect.

II. DATA AVAILABLE

The owner will make available data related to various county activities. The owner will accept requests for availability of data not then provided and will consider making such additional data available as resources and other considerations may dictate. However, the owner does not guarantee that such requests will be honored and makes no commitment as to when related data will be made available if the requests are honored. This agreement specifically excludes providing information, which is established as sensitive, reserved, or otherwise restricted by any currently valid law or statute at any level of government.

The data available for access is shown in Attachment A of the agreement, which may be amended from time to time through addition or deletion of data availability.

III. RATES

The rates charged for access to data covered by this agreement are specified in Attachment B, which may be amended from time to time as necessitated by economics or other conditions. The following specific conditions apply:

- A. There is a one-time Installation and Membership fee in the amount specified in Attachment B. The fee provides:
 - Network and Data Base Setup
 - Documentation
 - Training
- B. There is a minimum monthly fee in the amount specified in Attachment B. This fee provides:
 - Network and Data Base Support
 - Administration
 - Help Desk Support
- C. The owner will only provide support to solve customer problems on the recommended hardware and software configurations listed in Attachment C. If visitation to the customer site is required, an hourly fee, as specified in Attachment B, will be charged.
- D. A non-refundable check for the Installation and Membership fee must be submitted with the signed contract to initiate the access startup procedure.
- E. Customer billing will commence on the first month following successful connection to the system. Invoices will be generated at the end of each month and will include the minimum monthly fee and connect time charges for the preceding month.

F. Invoices are payable upon receipt. It is the owner's right to terminate service without notice for any customer as a result of payment default. Payment default occurs when an invoice is more than 30 days past due. A customer may be reinstated by payment of all past due invoices. A written request for restart must be submitted with the past due payment which will place the customer on the then existing list to reestablish access. The owner reserves the right to refuse service to any customer who has been in payment default for more than 90 days.

G. Any costs incurred by the owner in the collection of default payments or returned checks will be billed to the customer.

IV. ACCESS STARTUP AND CUSTOMER REQUIREMENTS

A. Initial startup

Customers acknowledge that execution of this agreement places them on a list of customers to be added to the system as active participants. The time between that execution and actual commencement of system use is determined by the workload at time of execution. The owner agrees to make every reasonable effort to expedite providing the requested access and will provide a tentative startup date but cannot guarantee a specific point in time when access will be provided.

B. Service Suspension

There may be a time when the customer will choose to suspend use of the system for a period of time to avoid payment of fees when no usage is anticipated. To do so the customer will inform the owner, in writing, that service suspension is requested on a specific date, which must be a month-ending date. The suspension request must be received at least 15 days prior to the suspension date. A written request for restart must be forwarded to the owner, which will place the customer on the then existing list to reestablish access based on the date of the request. Future dates for reentry will not be accepted at the time of suspension.

C. Customer equipment requirements

The customer is responsible for acquisition and installation of computer equipment compatible with system access requirements. The specific equipment recommended is listed on Attachment C. If the equipment configuration installed is different than the listed configuration, the owner will provide no assistance.

V. SYSTEM AVAILABILITY

The owner will provide access to the system from 7:00 AM thru 7:00 PM, Monday thru Friday, excluding legal holidays. The system is available 24 hours a day, 7 days a week but no technical support will be provided except from 8:00 am thru 5:00 PM, Monday thru Friday excluding holidays. The owner does not assume responsibility for system downtime during the hours of availability. In cases of extended downtime, which is defined as any time period of twelve (12) contiguous hours or more during any two-day period, billing will be adjusted on a percentage basis using downtime hours against all hours available during the billing period. The customer is hereby made aware that the system may be unavailable while serious problems are corrected.

VI. GENERAL

A. The owner assumes no responsibility for the absolute validity of the data available for access by the customer. The owner shall not be liable for any loss, cost, damage, or expense arising directly or indirectly in connection with this Agreement or any Amendments or Attachments to it. In no event shall the owner be liable for any special or consequential damages or any indirect damages resulting from the customer's use or application of the information extracted using the system.

B. The Public Access Dial-Up Authorization Request (Attachment D) must be completed and signed. Only Attachment D must accompany this agreement.

C. As a vendor, The Owners Federal ID number is: 59-6000573.

AUTHORIZED SIGNATURES:

Requestor's Signature: _____ Date: _____

Title: _____

******FOR COUNTY USE ONLY******

Owner's Signature: _____ Date: _____

MIAMI-DADE COUNTY Director ETSD or designee

ATTACHMENT A

DATA AVAILABLE

Selected inquiry screens from:

01 Civil Justice System

02 Property Appraisal System

03 Tax Collection (For two weeks during the month of October, this information will be unavailable. Due to the annual update.)

04 Occupational License (For two weeks during the month of July, this information will be unavailable. Due to the annual renewal process.)

05 (Reserved for Future Use)

06 Building & Zoning and Public Hearing

07 Waste Management Accounts

09 Parking Violations

10 Criminal Justice System

11 Traffic Information System

ATTACHMENT B

One-time installation and membership fee is \$125.00, written out to "**BOARD OF COUNTY COMMISSIONERS**". This fee will cover the following:

- * Network setup
- * Data Base user ID setup
- * Documentation

Minimum monthly fee of \$52.00 per month (for 208 minutes of service) or \$0.25 a minute connect time, whichever is greater.

On-site support will be provided at a rate of \$50.00 per hour, with a one-hour minimum per site visit (excluding training). For site visit outside Dade County, the customer will be charged the actual cost of associated with the visit, plus a 25% service fee.

ATTACHMENT C PUBLIC ACCESS RECOMMENDED CONFIGURATIONS

The following are the hardware and software configurations with which we have experience, and thus, can recommend to prospective public access customers:

- * An IBM Compatible PC
- * A 14400 (minimum) VP modem, Hayes compatible, capable of Asynchronous communication

There are other configurations that would meet the requirements necessary to establish connection with the host system. To obtain information on these, it is advisable to contact a PC vendor that is familiar with host dial-up communications.

CURRENT FEE STRUCTURE:

ITD provides this service through a contractual agreement that follows the mandates of the State of Florida public records law. Consequently, the charges are essentially classified as reasonable cost recovery.

- a) Initial one-time membership of \$125.00
- b) A minimum monthly charge of \$52 or \$.25 a minute connect time, whichever is greater.

**ATTACHMENT D
PUBLIC ACCESS
DIAL-UP AUTHORIZATION REQUEST**

**PAYMENT FOR \$125 IS WRITTEN OUT TO
"BOARD OF COUNTY COMMISSIONERS"**

REQUESTING COMPANY

NAME: _____

BILLING ADDRESS: _____

REQUESTING INDIVIDUAL NAME:

INDIVIDUAL'S TITLE:

TYPE OF

BUSINESS: _____

(Signature)

(Date Signed)

PERSON TO CONTACT: _____

PHONE: _____ EXT: _____ FAX: _____

EMAIL ADDRESS: _____

ATTENDED FREE DEMO: YES ☐ NO ☐

DATE: _____

*******FOR COUNTY USE ONLY*******

DATE IMPLEMENTED: _____ USER ID: _____

PASSWORD: _____

