

Memorandum



Date: March 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Ratification of an Interlocal Agreement with the Miami-Dade County Public Schools
for Colocation Services

Agenda Item No. 9(A)(1)

Resolution No. R-245-25

Executive Summary

This item ratifies an Interlocal Agreement (Agreement) between Miami-Dade County (County) and the Miami-Dade County School Board (MDCPS) for the storage and security of MDCPS' servers and technological equipment at the County Lightspeed facility for an initial brief term and authorizes an extension to September 30, 2029. 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). MDCPS will pay the County a minimum of \$50,400 in the first year and a minimum of \$16,800 annually after the first year, resulting in a minimum revenue amount of \$117,600 for the life of the Agreement. As part of its disaster recovery efforts, MDCPS needed to locate servers to a building certified to withstand Category 5 hurricanes and reached out to the County. To assist MDCPS with its disaster recovery needs, the County offered to rent space in the server room located at the Lightspeed facility. The School Board agreed to pay the County for space and staff time, if required, for County staff to escort MDCPS staff to the server room in order to perform in person maintenance on the servers.

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the Interlocal Agreement between the County and MDCPS for the storage and security of MDCPS servers and technological equipment at a County facility for the term commencing on August 30, 2024 and authorize the extension to September 30, 2029.

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 County's Lightspeed facility supports countywide services and is located in District 12.

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 Agreement to September 30, 2029 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 \$50,400 in the first year and a minimum of \$16,800 each year after the first year in revenue to the County through the provision storage and security services to MDCPS.

Track Record/Monitor

Juan Aguirre, Network and Transport Division Director in the Information Technology Department, monitors this agreement.

Background

The County owns and operates Lightspeed, a certified Category 5 hurricane facility, utilized by County departments tasked with public safety and emergency functions. The facility is slated to serve as an intergraded Command and Communications center for emergency response and disaster management.

In early 2024, MDCPS contacted the County requesting server storage space in Lightspeed to comply with its disaster recovery action plan and for continuity of services in the event of an emergency. Currently, MDCPS has only one site to house its servers. Due to recent increases in storm activity and frequency, the disaster recovery plan has been updated to require that critical data must be stored in a secondary site to provide redundancy. As such, this agreement allows MDCPS to securely house its servers in the County's Lightspeed facility for a nominal annual fee.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, 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) ____, 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)(1)
3-4-25

RESOLUTION NO. R-245-25

RESOLUTION RATIFYING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR COLOCATION SERVICES FOR A MINIMUM PAYMENT TO THE COUNTY OF \$50,400.00 FOR THE FIRST YEAR; AUTHORIZING AN EXTENSION OF THE SAME TO SEPTEMBER 30, 2029 WITH A MINIMUM PAYMENT TO THE COUNTY OF \$16,800.00 FOR EACH YEAR AFTER THE FIRST YEAR; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY TERMINATION PROVISION AND ANY OTHER CONTRACTUAL RIGHTS CONTAINED THEREIN

WHEREAS, on August 30, 2024, Miami-Dade County Public Schools 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 colocation services for a minimum payment of \$50,400.00 for the first year and a minimum annual payment of \$16,800.00 for each year after the first year, 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 interlocal agreement between the County and Miami-Dade County Public Schools for the provision of colocation

services as attached hereto and authorizes an extension of such agreement to September 30, 2029.

Under the agreement commencing on August 30, 2024, the County will be paid a minimum of \$50,400.00 in the first year and a minimum of \$16,800.00 annually for each year after the first year. 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 **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of March, 2025. 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



INTERLOCAL AGREEMENT

COLOCATION OF SERVICES

THIS INTERLOCAL AGREEMENT ("ILA") is made and entered into this 30 day of August, 2024 between The School Board of Miami-Dade County, Florida (hereinafter referred to as "MDCPS") and Miami-Dade County (hereinafter referred to as the "County"), through the Information Technology Department ("ITD") and is effective the later of 8/30/24 or upon signature of all parties.

RECITALS

WHEREAS, the County, through 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, MDCPS desires that the County, through ITD, provide certain services as further described in Appendix A for the storage and security of MDCPS's servers and technological equipment; and

WHEREAS, the County agrees to provide such space for storage and relevant services 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 MDCPS 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:

I. INTENT

This Interlocal Agreement (ILA) establishes the terms and conditions under which Miami-Dade County Public Schools (MDCPS) will use the colocation services provided by Miami-Dade County. This colocation space will house MDCPS' technology infrastructure as well as ensure reliable access to MDCPS' Internet via wide area network (WAN) and local area network (LAN) connectivity in the event of a disaster or other unforeseen circumstances. The ILA will provide secure and reliable connections and storage space.

II. GENERAL

The County shall provide space at its Lightspeed building also known as ICBF. For disaster recovery purposes, this equipment must be in a secure and stable location.

To safeguard the network infrastructure, the colocation space shall consist of:

- a. The agreed upon number of server racks, as described in Appendix A
- b. 24/7 security at ICBF
- c. Keycard access throughout facility
- d. Fully redundant commercial power feeds to provide auxiliary power for extended outages
- e. Fire suppression system
- f. Smoke detectors
- g. Redundant climate cooling infrastructure

MDCPS will provide all equipment necessary to establish and maintain its internet and mainframe access at the colocation site. This includes, but is not limited to:

- a. Servers, routers, switches, and related hardware
- b. Dedicated connectivity to the MPCPS' Cloud, and Internet connectivity for use during an emergency situation
- c. MDCPS owned and operated circuits in and out of the facility

MDPCS shall:

- a. Maintain all electrical and physical environments in accordance with the manufacturer's specifications for its IT systems.
- b. Purchase and maintain its own internet service provider and related costs, unless the MDCPS and the County mutually agree that the County will be the provider of the MDCPS internet service.
- c. Develop a detailed continuity of operations plan to deal with both natural and manmade disasters with the cooperation of the County.

III. ACCESS TO EQUIPMENT

MDCPS must contact the ISD Building Manager no less than 30 minutes prior to arrival to gain access.

Access will be for the sole purposes described below:

- a. Resolve issues with MDCPS equipment
- b. Routine maintenance with MDCPS equipment

Access to the MDCPS designated area will be restricted to MDCPS personnel who are Criminal Justice Information Services (CJIS) authorized.

IV. PRICING, PAYMENT AND TERMS

The cost to MDCPS for the provision of services under this agreement is set forth in Appendix A. The County will provide MDCPS an annual invoice, and MDCPS will make payments to the County within thirty (30) days after the date of each invoice. Overdue invoices will bear simple interest at the rate of five percent (5%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

V. 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 annual price of the Colocation Services 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.

VI. MDCPS WARRANTIES

- a. MDCPS 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 MDCPS 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 MDCPS has the authority to enter into this Agreement.

VII. 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 MDCPS, 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 MDCPS from the Inspector General or IPSIG retained by the Inspector General, to the extent provided by and subject to applicable law, the MDCPS 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 MDCPS'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.

VIII. 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. Each party shall be responsible for its own attorneys' fees and costs, from pre-trial through all appeals.

VIII. INDEMNIFICATION

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

IX. TERM OF AGREEMENT

This Agreement shall become effective the later of this 30 day of August, 2024 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, 2029. 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.

X. TERMINATION

Either the MDCPS 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 and MDCPS shall, unless otherwise directed:

- a. Take such action as may be necessary for the protection and preservation of the other party's materials and property.
- b. Determine date for MDCPS to remove equipment from County facility
- c. Take no action which will increase the amounts payable by the MDCPS under this Agreement.

XI. DEFAULT

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

If MDCPS breaches a material obligation under this Agreement (unless County or a Force Majeure causes such failure of performance) or if MDCPS 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 MDCPS to be in default. If County asserts a default, it will give MDCPS written and detailed notice of the default and MDCPS 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 MDCPS provides a cure plan, it will begin implementing the cure plan immediately after receipt of County's approval of the plan.

If a defaulting party fails to cure the default as provided above, 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 IV above.

XII. 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.

XII. 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.

XIII. 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 MDCPS 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.
- c. The MDCPS has the authority to enter into this Agreement.

XIV. DELEGATED AUTHORITY

The County Mayor or County Mayor's designee will have the authority to approve all additions and/or subtractions of space requirements within the scope of the Agreement.

XV. 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: Juan Aguirre
Phone: 305-596-8941
Email: Juan.Aguirre@miamidade.gov

and to:

Internal Services Department
Address: 111 NW 1 Street, 24 Floor Miami FL 33128
Attention: Alan Shewchuk
Phone: 305-596-8043
Email: Alan.Shewchuk@miamidade.gov

- (2) To the MDCPS:
Attention: Eugene P. Baker
Address: 13135 SW 26 street, Miami, FL 33175
Phone: 305-995-3754
Email: GBaker@dadeschools.net

and to:

Attention: Paul Smith
Address: 13135 SW 26 street, Miami, FL 33175
Phone: 305-995-4868
Email: PSmith@dadeschools.net

and to:

Attention: Dr. Jose L. Dotres, Superintendent
Address: 1450 NE 2 Avenue, Miami, FL 33132
Phone:
Email:

and to:

Attention: Walter J. Harvey, Geneal Counsel
Address: 1450 NE 2 Avenue, Miami, FL 33132
Phone: 305-995-1304
Email: Walter.harvey@dadeschools.net

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

XVI. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS

Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MDCPS' CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

(Signature page follows)

MIAMI-DADE COUNTY

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

BY: [Signature]
Daniella Levine Cava
Miami-Dade County Mayor

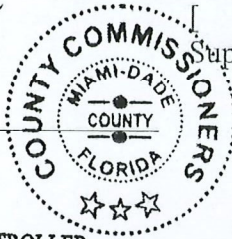
BY: [Signature]
Superintendent of Schools of Designee

Tabitha G. Fazzino
DESIGNEE

8/21/2024

ATTEST: [Signature]
Nicole Jean e212251

ATTEST:
JUAN FERNANDEZ-BARQUIN,
CLERK OF THE COURT AND COMPTROLLER



SUBMITTED BY:

Eugene P. Baker 8/6/24
Charge Location Administrator Signature

APPROVED AS TO RISK AND BENEFITS

[Signature]

Digitally signed by Elizabeth L. Soto
Location: Office of Risk & Benefits
Management
Date: 2024.08.06 14:10:33 -04'00'

Risk Management Signature

APPROVED AS TO PROCUREMENT
AUTHORITY

[Signature]

8/16/2024

Procurement Management Signature

TITLE: Assistant County Attorney

APPROVED AS TO FORM
AND LEGAL
SUFFICIENCY

Veronica Sanchez 08/23/24
County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

John Safelice 8/16/24 Associate
General Counsel

Appendix A – Colocation Services

Charges for tenants in an Internal Service Department (ISD) leased space/facility, whether a county agency or private agency, are applied via a predetermined cost per square foot of space the said agency occupies. This cost includes the following:

- Electricity usage
- Cooling costs
- Occupied square footage.
- Common area usage. This cost is divided amongst the different agencies, if any occupying/sharing this space or floor area.
- Water usage
- Maintenance and repair of the facility

Estimated Price Schedule

Description	Unit Cost	Estimated	Annual
Server Rack Space*	\$16,800.00 per rack	3	\$50,400.00
ISD Administration Fee**	\$250.00 per person		

* Server Rack Space

One server rack is equivalent to nine (9) square feet. For the purpose of this agreement the minimum server racks provided is one (1) rack (or 9 square feet) with a maximum of five (5) server racks (or forty-five (45) square feet).

The cost for server rack space does not include any additional associated work in order for server racks to be operational. The additional cost to provide connectivity from the “Meet-Me-Room” to MDCPS owned and operated circuits in and out of Lightspeed shall be determined based on the current County cost structure for time and materials as mutually agreed upon.

** ISD Administration Fee

Charges for the personnel from MDCPS who will have access to the Lightspeed facility. These charges will be applied for costs associated with processing the individuals including obtaining the required Criminal Justice Information Services (CJIS) clearance and access cards and associated profiles in our card access system for obvious security protocol. This initial one-time fee should be no more than \$250 per individual and in the event an access card is lost or stolen and needs replacing than an additional charge of \$25.00 would be applied for a new card.

Please note that the above costs are based on FY23-24 figures. The prices are subject to change if MDCPS requests an increased number of racks or individuals who can have access. Furthermore, prices for future fiscal years (year two through year five) of this agreement will be based on the County’s service rate and will be presented in February of each year of the agreement for the MDCPS’ consideration.