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**RESOLUTION NO. 03-35**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INFORMATION TECHNOLOGY SERVICES; AUTHORIZING THE VILLAGE MANAGER TO FINALIZE NEGOTIATIONS WITH MIAMI-DADE COUNTY AND TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF WEB PORTAL SERVICES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay commenced its municipal existence on September 11, 2002; and,

WHEREAS, the Village does not currently have its own web site in order to keep citizens more fully aware of meeting dates, activities and other items of concern; and,

WHEREAS, Miami-Dade County is willing to provide information technology services and the Village desires to obtain such services; and,

WHEREAS, the attached Memorandum of Agreement generally describes the terms and conditions of these services.

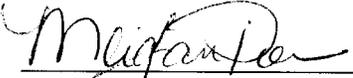
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

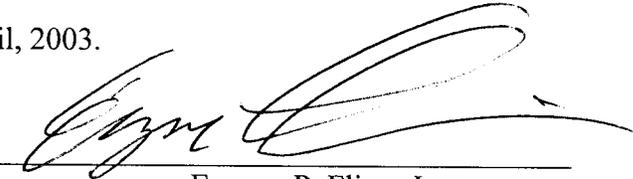
Section 1. The Village Manager is authorized to execute and to deliver to the County Manager an Agreement between Miami-Dade County and the Village that is substantially similar in its terms and conditions as the draft agreement which is annexed to this resolution; provided however, that negotiations will proceed under the assumption that the cost of information technology services shall be funded from the MSTF.

Section 2. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7<sup>th</sup> day of April, 2003.

Attest:

  
Meighan Pier  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

  
Earl G. Gallop,  
Village Attorney

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FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>AYE</u>
Council Member Paul Neidhart	<u>AYE</u>
Council Member John Breder	<u>AYE</u>
Vice-Mayor Linda Robinson	<u>AYE</u>
Mayor Eugene P. Flinn, Jr.	<u>AYE</u>

C:\MyDocuments\Resolutions\Res-Web Services.doc

**AGREEMENT BY AND BETWEEN**  
**MIAMI-DADE COUNTY, FLORIDA**  
**AND**  
**THE VILLAGE OF PALMETTO BAY**  
**FOR INFORMATION TECHNOLOGY SERVICES**

**THIS AGREEMENT**, by and between the Village of Palmetto Bay, a municipal corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "the Village"), and Miami-Dade County, Florida (hereinafter referred to as "MDC"),

**WHEREAS**, the Village is desirous of obtaining consulting and design services, and

**WHEREAS**, MDC has agreed to render to the Village a high level of consulting and design services, as defined in the attached proposal, and the Village is desirous of contracting for such services upon the terms and conditions hereinafter set forth, and

**WHEREAS**, MDC and the Village agree to abide by the following principles:

1. The Village engages MDC and MDC agrees to provide the services (the "Services") more fully described in the attached proposal. The Village acknowledges and agrees that MDC's provision and performance of the Services is dependent and conditioned upon the Village's full performance of its duties and responsibilities.
2. MDC shall fully cooperate with the Village in connection with the Village's performance of its obligations hereunder.
3. MDC grants the Village the limited, nonsublicensable, nonexclusive, nontransferrable license(s) to use the Village web portal software described in the attached proposal via remote access solely as necessary for the Village to benefit from MDC's provision of the Services. Subject to the terms of this Agreement and prompt payment of all monies.

**NOW THEREFORE**, in consideration of the following mutual obligations the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS**

For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- 1.1 **Web Portal (Software)** shall mean the framework to enable differing levels of functionality (e.g., content) and interactivity (e.g., community).

**ARTICLE II**  
**MDC RESPONSIBILITIES**

- 2.1 MDC shall provide all required staff support for the web portal services listed in the attached proposal.

**ARTICLE III**  
**VILLAGE RESPONSIBILITIES**

- 3.1 The Village shall provide, at no cost to MDC, all communications equipment, telephone and communications lines, power, telephone service and other utilities at the Village's facilities as may be necessary or reasonably desirable to perform the Services and accomplish the purposes of this Agreement.
- 3.2 The Village shall be responsible for providing, at no cost to MDC, the necessary personnel and facilities to meet the Village's obligations hereunder.
- 3.3 The Village shall be responsible for ensuring that the Village's use of the Services and the performance of the Village's other obligations hereunder comply with all laws applicable to the Village.
- 3.4 The Village shall be responsible, as between MDC and the Village, for the accuracy and completeness of all records and databases provided by the Village in connection with this Agreement.
- 3.5 The Village shall provide such data and information as is reasonably necessary for MDC to perform the Services and accomplish the purposes of this Agreement.

**ARTICLE IV**  
**OWNERSHIP, PROTECTION AND SECURITY**

- 4.1 Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by the Village hereunder for incorporation into or delivery through the web portal software shall remain with the Village.

**ARTICLE V**  
**EMPLOYMENT RESPONSIBILITY**

- 5.1 MDC is, and shall be in the performance of all work, services and activities under this Agreement, an independent contractor and not an employee, agent or servant of the Village. Nothing in this agreement shall be construed to create an employment relationship between the Village and any MDC employees. The Village shall not be responsible for any expense incurred by MDC, except for any village approved expenses included in the attached proposal.

**ARTICLE VI**  
**CONSIDERATION**

- 6.1 The Village shall make payments to MDC based on the fees described in the attached proposal. The final payment by the Village shall be made to MDC upon completion of the consulting and design services described in the attached proposal.

**ARTICLE VII**  
**CLAIMS**

- 7.1 Other than the warranties set forth in this Agreement, MDC does not make any warranties to the Village, or any other person or entity, either express or implied (including, without limitation, any warranties of merchantability or fitness for a particular purpose) with respect to their services provided hereunder.
- 7.2 Under no circumstances shall MDC's total liability to the Village or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by MDC hereunder for the prior 12 month period prior to the initial date such claim arose.

**ARTICLE VIII**  
**TERM**

- 8.1 This Agreement shall commence upon execution, and remain in effect through completion of the services defined in the attached proposal. The Agreement may be annually renewed in writing by the Village, subject to the approval of MDC. The Village will notify MDC of their intent to renew the Agreement forty-

five (45) days prior to the end of the initial one(1) year term and each subsequent one(1) year term thereafter, if any.

**ARTICLE IX**  
**TERMINATION**

- 9.1 The Village or MDC may terminate this Agreement without cause, upon thirty (30) days notice, in writing. Upon termination, the Village shall pay MDC for all services rendered up to the date of termination.

**ARTICLE X**  
**RECORDS, INSPECTION, AUDIT**

- 10.1 MDC shall keep records with respect to the expenditure of funds paid by the Village and the services provided to the Village under this Agreement. All such records shall be retained by MDC for a minimum of three (3) years from the date of termination or expiration of this Agreement.
- 10.2 The Village Manager or his/her designee may inspect and/or audit the records upon reasonable notice to MDC. Reasonable notice should include a written request no less than seven working days prior to the intended site visit and the identification of the specific records to be inspected.
- 10.3 MDC shall provide access to the Village Manager or his/her designee to the records during regular business hours.
- 10.4 Should the Village, in any audit of MDC's records, find a discrepancy between the actual amount of funds paid by the Village and the actual services received by the Village from MDC, then MDC shall within 30 days of receipt of written notification from the Village Manager, either credit/debit the Village the amount of the discrepancy or refund the same. If MDC disagrees with the Village's audit, MDC shall notify the Village Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The Village Manager and the County Manager shall select a mutually agreed independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

**ARTICLE XI**  
**AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 11.1 The MDC Manager by execution hereof does hereby represent to the Village that the MDC Manager has full power and authority to make and execute this Agreement, pursuant to the Resolution of the Board of County Commissioners.
- 11.2 The Village Manager, by her execution hereof, does represent to MDC that she has the full power and authority to make and execute this Agreement on behalf of the Village of Palmetto Bay, pursuant to the motion of the Village Council of the Village of Palmetto Bay.

**ARTICLE XII**

**AMENDMENTS**

This agreement may be modified at any time during the term by mutual written consent of the Manager's of both parties.

**ARTICLE XIII**

**NOTICE**

All notice required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via U.S. Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

Village:	Village Manager Village of Palmetto Bay 900 Perrine Avenue Miami, Florida ??
and	Village Attorney ?? Miami, FL 33133
MDC:	County Manager Miami-Dade County Stephen P. Clark Center 111 NW First Street Suite 2910 Miami, Florida 33128
and	Director

E-Government Department  
111 NW 1 Street  
Suite 1732  
Miami, Florida 33128

and

Office of the County Attorney  
Stephen P. Clark Center  
111 NW First Street  
Suite 2810  
Miami, Florida 33128

**ARTICLE XIV**  
**NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits imposed hereby or contained herein, without the written consent of the other party.

**ARTICLE XV**  
**ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof.

**ARTICLE XVI**  
**BINDING EFFECT**

This Agreement shall insure to the benefit of and be binding upon the respective parties' and their successors.

(Signature Page Follows)

ATTEST:

**VILLAGE OF PALMETTO BAY,**  
a municipal corporation

By \_\_\_\_\_  
Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
By: Charles Scurr,  
Village Manager

By: \_\_\_\_\_  
Village Attorney

**MIAMI-DADE COUNTY**  
a political subdivision of  
the State of Florida

By its Board of County  
Commissioners:

\_\_\_\_\_  
County Manager

ATTEST:  
HARVEY RUVIN, CLERK

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

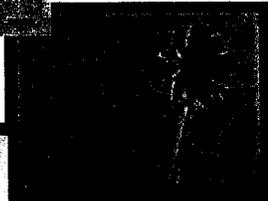
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney



**DRAFT**  
**Proposal for**

**E-Government @ the Village of  
Palmetto Bay**



**Prepared by:**

Miami-Dade County  
E-Government Department  
111 NW 1<sup>st</sup> Street - Suite 1732  
Miami, Florida 33128  
03/17/2003  
Version 2.0



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- 1.1.4. Present to the Village various maintenance and support plans that will meet the Village's on-going needs for the Village web portal.
- 1.1.5. Provide the Village with assistance in developing a comprehensive organizational branding strategy that will incorporate the design of their web portal with other mediums, such as print.

## 1.2. The County Team

Miami-Dade County is considered a leader in the emerging E-Government field. The county web portal, [www.miamidade.gov](http://www.miamidade.gov) is the product of a team effort involving technology experts and specialists in online communication. The county portal was developed in partnership with IBM Corporation, specialists in e-business. Miami-Dade County's e-Government Online Services group is comprised of specialized Web Designers and Web Publishers with both technical expertise and online design/communication skills. Their skills include web programming technologies (including java and active server pages), graphics design, and multimedia technologies. The staff includes individuals with specialized web certifications and graduate education in the communications field. The unit is managed by the county's E-Government Director, who has led the E-Government initiatives in Miami-Dade County since 1999 and has over 19 years of experience in information technology. For the purpose of this engagement, a Web Designer would be assigned as the primary point of contact with the Village. The engagement will be managed by the county's Manager, Online Services and Applications Academy.

## 1. Executive Summary

Miami-Dade County is pleased to submit the following proposal to the Village of Palmetto Bay, Florida. Miami-Dade County has a web portal, [www.miamidade.gov](http://www.miamidade.gov), that has received nationwide recognition for ease of use, intuitive design and functionality. Our use of wireless technology and the Internet in building inspections was recently listed as the top 25 innovative wireless projects in the county, uncommonly placed amongst private sector initiatives. This year, Miami-Dade County was rated second out of 300 in a nationwide competition conducted by the Center for Digital Government, which focuses on state and local government web sites and is considered to be the 'Oscars' in the government web arena. We are, however, most pleased by the positive feedback that has been found amongst our own community and the residents we serve.

Since the planning stages for this initiative, the County has held a vision of seamless service to the public. This presents a challenge to a community that is comprised of many government entities: from the cities, to the county, to the State as well as the federal government. However, by working closely and in partnership with these agencies, Miami-Dade County believes the vision is very much within reach.

To deliver the items included in this document, Miami-Dade County proposes to enter into an agreement between the county and Village government in which the County will provide consulting and web design services to the Village. Essentially, the county will serve the needs of the Village of Palmetto Bay in the role of services vendor.

1.1. Goals and Objectives - The County has outlined a number of goals that will be achieved for a successful project. These are the elements that the county feels are essential for a comprehensive and effective E-Government initiative in the Village of Palmetto Bay

1.1.1. Design a Village web portal - The first goal is to provide the Village of Palmetto Bay with a community web portal, designed with a citizen centric focus; that will allow the public to interact, transact business with, and learn about the activities of Village government. The Village portal will be closely modeled after the county's portal, and will include linkages to the county portal for those services that are provided to the residents of the Village of Palmetto Bay by Miami-Dade County (i.e., waste collection, property, etc) The graphic design of the portal will reflect the ambiance and lifestyle experience in this community. The navigation and usability design will ensure that guidelines for use and accessibility are met as outlined in the county's web/style guide.

1.1.2. Assist the Village in development of a comprehensive E-Government program that will ensure adequate planning is given to issues of policy and procedure. The County will share the results of its own planning initiatives with the Village and assist with these items as requested.

1.1.3. Provide the Village with web hosting provider alternatives and upon the Village's selection of a provider and completion of the Village's web portal, migration of the site to the selected web host.

## Statement of Work

This proposal addresses the first phase of a Village web portal implementation for the Village of Palmetto Bay. Upon implementation of phase 1, the County will identify future phases that the Village may elect to undertake.

- 1.3. Design and develop Village portal - phase 1 - will include the following capabilities
  - 1.3.1. A standard design that will be applied throughout the various sections of the Village web portal. The design will reflect the image that the Village wishes to portray in its online presence, and will include the Village logo/seal and photographs/images that reflect the Village in a positive way. At the Village's option, this design will be organized by affinity groups which define the audiences that will visit the Village portal (i.e., Resident, Visitor, Business, Employee)
  - 1.3.2. The portal navigation will be based on the navigation currently used by the county. This will ensure that content is accessible by a diverse population and can be easily located through the use of navigation icons, indexing and search engines.
  - 1.3.3. Registration of a domain name that is intuitive. Use of the Village domain name will be a part of the Village's branding strategy.
  - 1.3.4. Links to interactive services that are currently available to the residents of the Village, but provided by the County, State or Federal government. This includes the following:
    - 1.3.4.1. County
      - 1.3.4.1.1. Pay a parking ticket
      - 1.3.4.1.2. Renew an occupational license
      - 1.3.4.1.3. Find or adopt a pet
      - 1.3.4.1.4. Search property assessment records
      - 1.3.4.1.5. Find services near you
      - 1.3.4.1.6. Apply for a library card
      - 1.3.4.1.7. Renew a library book
      - 1.3.4.1.8. Obtain transit schedules and information
      - 1.3.4.1.9. Get MIA flight arrival and departure information
      - 1.3.4.1.10. Schedule a trash pick up
      - 1.3.4.1.11. Request recycling bins
      - 1.3.4.1.12. Film Permitting
      - 1.3.4.1.13. Renew Occupational License
      - 1.3.4.1.14. Look Up Property Taxes
      - 1.3.4.1.15. View Your Water Bill
      - 1.3.4.1.16. Find Childcare
      - 1.3.4.1.17. Track Building Plans
    - 1.3.4.2. State
      - 1.3.4.2.1. Get hunting or fishing license
      - 1.3.4.2.2. Renew auto tag
      - 1.3.4.2.3. Renew driver's license
      - 1.3.4.2.4. Register to vote
      - 1.3.4.2.5. File unemployment claims
      - 1.3.4.2.6. Check traffic reports
      - 1.3.4.2.7. Buy a Sunpass
      - 1.3.4.2.8. File state business forms and taxes
    - 1.3.4.3. Federal

- 1.3.4.3.1. Buy postage stamps
- 1.3.4.3.2. Locate passport offices
- 1.3.4.3.3. Purchase savings bonds
- 1.3.4.3.4. Purchase US mint coins
- 1.3.5. Web pages for Village officials (3) - each Government official (Village Council, Village Manager, Village Clerk) will have a web page that includes:
  - 1.3.5.1. Biography and photograph of individual, a short description of the duties and responsibilities of the respective office
  - 1.3.5.2. Contact information, including email address
  - 1.3.5.3. Map depicting office location
- 1.3.6. Government information - pages that describe the Village government, with links to other governmental entities (county, state, federal).
- 1.3.7. Village department pages - a page representing the services provided by each Village department (?? departments have been identified). This page will include a description of the services available and contact information (name, address, phone and email address) as determined by the Village.
- 1.3.8. Suggestion Box - a suggestion box that will allow the public to complete an online email form and provide input, comments and suggestions to Village government
- 1.3.9. Service request form - an email form that will allow the public to request Village services.
- 1.3.10. A page for the Village Disclaimer
- 1.3.11. A page for the Village Privacy Policy
- 1.3.12. A page for Village contact information
- 1.3.13. Current traffic and weather conditions
- 1.3.14. A page for Using our site
- 1.3.15. Options, which will be priced individually if they are desired by the Village
  - 1.3.15.1. A News section which can be dynamically updated by Village staff, using an entry form that updates a database
  - 1.3.15.2. A calendar of events that can be dynamically updated by Village staff, using an entry form that updates a database
  - 1.3.15.3. A phone directory that lists phone numbers for Village offices (and employees, if desired)
- 1.4. The County's responsibilities
  - 1.4.1. Upon acceptance of this proposal, the County will deliver a project plan to the Village outlining the project deliverables and timeframes. At this time a final cost proposal and scope of project will be developed and presented to the Village. Changes to project scope that occur after the initial project plan approval are discussed below.
  - 1.4.2. The County will provide weekly status reports to the Village
  - 1.4.3. The County will designate a single point of contact that will serve as the liaison with the Village for this project.
- 1.5. The Village's responsibilities
  - 1.5.1. The Village will provide the County will content (in digital format) that will be used to populate the Village web pages
  - 1.5.2. The Village will responsible for software licenses required at their location to maintain the site.

- 1.5.3. The Village will designate a single point of contact that will serve as the liaison with the County for this project. This person will be responsible for organizing and providing Village resources necessary for the project, such as the collection of information, scheduling of information, approvals as needed, etc.
- 1.5.4. Changes to project scope
  - 1.5.4.1. All changes to project scope will be submitted in writing.
  - 1.5.4.2. The County will review the request and provide an estimate of time and money resources required to implement the change request
  - 1.5.4.3. The Village will evaluate the estimate and notify the County whether the change is approved or not. The Village will determine if the change is a higher priority than other tasks that are currently scheduled.
  - 1.5.4.4. The cost for the change will be added to the final bill for services

## 2. Schedule

Listed below are the major milestones for this project, which will begin within one week of formal approval of this project by the Village.

- 2.1. Project Management - provided throughout project
- 2.2. Gather user requirements, finalize project scope (1 week)
  - 2.2.1. Deliverable: The County will deliver a project plan that outlines the scope of the project, costs and detailed scheduled, based upon the final user requirements as defined by the Village. The Village will be responsible for approval of this plan.
- 2.3. Create design specifications (1 week)
  - 2.3.1. Deliverable: The County will present a design prototype to the Village, based upon the approved user requirements. The Village will be responsible for approval of the prototype.
- 2.4. System development and testing (2 week)
  - 2.4.1. Deliverable: The County will develop the portal based upon the approved prototype. Both the Village and the County will assign the necessary resources for system testing. The Village will be responsible for approval of the portal.
- 2.5. System deployment (1 week)
  - 2.5.1. Deliverable: The County will deploy the web portal to the hosting environment selected by the Village
- 2.6. System maintenance and support - to be determined by Village

## 3. Cost

- 3.1. Option A - This option involves an hourly charge for developing the Village web portal, with a maintenance option based upon time and materials.
  - 3.1.1. Web portal design, development and implementation - 110 hours @ \$75/hour = \$8,250
    - 3.1.1.1. Design services - 30 hours
    - 3.1.1.2. Consulting - 20 hours
    - 3.1.1.3. Web page development/implementation - 60 hours
  - 3.1.2. Web page maintenance - \$75 per hour plus any materials required. At the Village's option, they may elect to maintain the portal themselves.
  - 3.1.3. Optional features - to be assessed and price as a second phase to this project

- 3.2. Option B - This option involves a monthly subscription fee that covers the cost of development of the Village web portal as defined in the statement of work and maintenance of established web portal. Total monthly cost: to be determined.

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## Signature Page

Each of the parties identified below agrees with the proposed Statement of Work.

Agreed to:  
Miami-Dade County  
E-Government Department  
Miami, Florida 33128

Agreed to:  
Village of Palmetto Bay  
900 Perrine Avenue  
Miami, Florida ??????

---

Authorized Signature

---

Authorized Signature

Judi Zito  
Director, E-Government Department

Charles Scurr  
Village Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Project Name:  
E-Government Web Design

Estimated Start Date:      March 31, 2003\*  
Estimated End Date:         May 5, 2003  
Estimated Launch Date:     May 16, 2003

\* Work must start by March 31, 2003 or estimated start and launch date is invalid.