

CONTROL# 18928

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CORAL GABLES

AND

THE UNIVERSITY OF MIAMI POLICE DEPARTMENT

FOR

FIBER I-NET OPERATIONS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered this _____ day of October, 2009, between the CITY OF CORAL GABLES ("CITY") and the UNIVERSITY OF MIAMI POLICE DEPARTMENT ("UMPD").

WHEREAS, the CITY has the ability to provide a high speed connection to the City of Coral Gables Public Safety Network ("PS-Net") and UMPD wishes to obtain such services and City is willing to allow such connection within the terms and conditions of this agreement; and

WHEREAS, the CITY and UMPD are entering into this MOU in light of the separate Cable Franchise Agreement with MediaOne of South Florida, Inc. ("Comcast") and a Letter of Understanding which also created an I-Net Agreement entered into on May 2, 2006, which are attached hereto as Composite Exhibit "A" and incorporated herein by reference.

WHEREAS, as further consideration, UMPD agrees that they shall not do anything to jeopardize the I-NET agreement between the CITY and COMCAST.

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants herein contained, the parties hereby agree as follows:

ARTICLE I. TERM

- 1.01 The term of this MOU is for a period of three (3) years and, and even if terminated by UMPD, UMPD shall pay in full the cost of the internet equipment, connection, installation and maintenance is paid in full as stated herein under Article II, Sections 2.03.

ARTICLE II. CONSTRUCTION AND COSTS

- 2.01 The CITY shall be responsible for the equipment, connection, installation and maintenance of the I-Net provided by COMCAST in the sites located on the UMPD property.
- 2.02 The UMPD shall provide adequate facilities to install the network equipment and the fiber cabling necessary for the CITY to provide its services, including, but not limited to, keeping adequate power and environmental conditions for the equipment to operate, keeping the facilities secured and prevent access and actions by unauthorized persons that may affect the equipment, fiber cabling and the service.
- 2.03 For PS-Net Connection, the UMPD shall pay the CITY a rate of Three Hundred Sixty Five Dollars and 00/100 (\$365.00) per month or Four Thousand Three Hundred Eighty Dollars and 00/100 (\$4,380.00) per year for a total of Thirteen Thousand One Hundred Forty Dollars and 00/100 (\$13,140.00) to compensate for equipment, connection, installation and regularly scheduled maintenance.

ARTICLE III. PS-Net CONNECTION

- 3.01 A high speed connection to the PS-Net which is an upgrade replacing the existing T1 (1.5 Mbps) connection that is currently in production with a new Ethernet connection

utilizing the PS-Net which provides a minimum of 10 Mbps (megabits per second) circuit to UMPD premises and up to 100 Mbps as may be needed.

- 3.02 This connection dramatically increases the speed and reliability of the connection for UMPD accessing mission critical applications from the PS-Net such as Computer Aided Dispatch ("CAD") and Records Management System ("RMS"). This upgraded connection will provide for an increase in productivity for UMPD staff enabling them to provide enhanced services to campus personnel, staff and the student body.
- 3.03 The CITY will continue to provide support to UMPD staff for all OSSI related requests in addition to the PS-Net connection providing UMPD with single-source support for trouble shooting and repairs. It shall maintain as follows:
 - 3.03.1 interconnectivity between networks;
 - 3.03.2 back-up infrastructure for emergency use;
 - 3.03.3 participation in the CITY'S goal for wireless internet.

ARTICLE IV. TITLE TO I-NET EQUIPMENT

- 4.01 Title of all equipment purchased with funds supporting the program conducted under this MOU shall be held by the CITY and/or COMCAST.

ARTICLE V. ACCESS

- 5.01 The UMPD shall provide the CITY access to the equipment on site twenty-four (24) hours a day, seven (7) days per week, and three hundred sixty five (365) days a year in order to provide service for mission critical applications.
- 5.02 The CITY shall notify UMPD, in writing, of all regularly scheduled maintenance within a reasonable period of time prior to the maintenance.

ARTICLE V. PERMITTED USES

- 6.01 The UMPD shall not undertake use of the PS-Net which does not comply with this PS-Net Agreement and the I-Net Agreement between the CITY and COMCAST.
- 6.02 Should the CITY or UMPD violate the use of the I-Net pursuant to the I-Net Agreement, that party alone shall be responsible for any penalties or damages pursuant to the terms and condition of the I-Net Agreement.
- 6.03 UMPD shall not utilize non-OSSI related computers to be connected to the PS-Net. UMPD shall not sell, lease, or otherwise provide outside services to other individuals or business entity (ies).
- 6.04 The CITY shall be provided the appropriate credit in any publications and presentations for its contribution to the program in form and content approved, in writing, by the CITY.
- 6.05 UMPD is solely responsible for all usage and applications performed through the PS-Net connections provided by the CITY, i.e. UMPD shall not use the PS-Net for non law enforcement related internet browsing, electronic mail communications, or any other software or connectivity of other systems not related to law enforcement. There shall be no unauthorized access.

ARTICLE VII. OPERATION & MAINTENANCE

- 7.01 The UMPD and CITY understands and acknowledges that CITY relies on Comcast to perform pursuant to the I-Net Agreement and, if Comcast fails to do so, the CITY will not be liable for any loss of communications, consequential damages, or any other matter resulting from such non-performance. Notwithstanding the foregoing, UMPD may terminate this agreement for continuous and unreasonable failure by COMCAST to provide service, after notice and opportunity to cure.
- 7.02 CITY is responsible for maintaining and operating all PS-Net equipment and such PS-Net equipment will conform to the standards established pursuant to this MOU.
- 7.03 The CITY and UMPD are responsible for all other equipment not contemplated by this MOU and shall maintain same at their own cost.
- 7.04 All maintenance on PS-Net equipment, including hardware and software, will be coordinated with all parties to insure minimal disruption of services.
- 7.05 If a PS-Net outage occurs, it is to be reported to the CITY's 911 Communications Center.
- 7.06 The CITY will respond to reported PS-Net outages in a timely manner and will report said outages to COMCAST and work with COMCAST to restore services in a timely manner.

ARTICLE VIII. DAMAGE, DESTRUCTION, OR TAKING OF PROPERTY

- 8.01 Any damage to the PS-Net or its equipment due to cutting or destruction shall be replaced or repaired pursuant to the terms of the I-Net Agreement between the CITY and COMCAST, where such costs are not recoverable from a third party.
- 8.02 Should it be determined that the UMPD is at fault for any damage or destruction to the PS-Net, UMPD shall be responsible for the costs thereof, including labor costs.
- 8.03 The UMPD and CITY shall be responsible for their own costs for replacing or repairing any part of their equipment beyond that which is covered under this MOU.

ARTICLE IX. TERMINATION

- 9.01 The UMPD may withdraw from this MOU without cause upon providing the CITY with one hundred eighty (180) days written notice of its withdrawal and upon payment of the full amount pursuant to Article II herein.
- 9.02 The CITY may withdraw from this MOU at its sole discretion if it is in the CITY's best interest with thirty (30) day written notice, with further liability on the part of the CITY.
- 9.03 Should the UMPD choose to withdraw from this MOU, it will agree, in writing, that it may no longer use the PS-Net, that its PS-Net sites will no longer be maintained by the CITY as provided herein, and that it may not recover any costs associated with the installation and/or maintenance of its PS-Net sites from the CITY up to the date of withdrawal.

ARTICLE X. MISCELLANEOUS PROVISIONS

- 10.01 UMPD agrees that it will not assign or transfer any portion of or interest in this MOU directly or indirectly. Any attempt assign or transfer any portion of this MOU shall be null and void and any assignee or transferee shall acquire no right or interest by reason of such attempted assignment or transfer.
- 10.02 If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
- 10.03 This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing.
- 10.04 This agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations or policies of the CITY now in effect and those hereinafter adopted.
- 10.05 The location for settlement of any claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the CITY and UMPD have executed this MOU the day and year set forth hereinabove.

UNIVERSITY OF MIAMI

By  _____

CITY OF CORAL GABLES

By _____
Patrick Salerno
City Manager

APPROVED AS TO FORM:

By _____
Elizabeth M. Hernandez
City Attorney

ATTEST:

By _____
Walter Foeman
City Clerk

