



776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Ricardo Castillo, IT Director 

Date: March 22, 2016

RE: Internet Services for City Hall and other facilities

RECOMMENDATION

Staff is recommending that the Mayor and Council authorize the City Manager to execute an agreement with Comcast for the procurement of internet services for City Hall and other facilities.

BACKGROUND

City Hall and other facilities are currently connected via a Local Area Network provided by GTT.NET formerly Megapath Inc. This connection allows seven sites to connect back to City Hall for the purpose of conducting City business, access to servers, files, emails and telephone system. GTT.NET's Contract expired and we have been on a month to month with them since. The current service level agreement with GTT.NET and their reliability and availability has been on a decline since the acquisition, so it is staff's recommendation to replace them with a new agreement with Comcast Enterprise Level Service. This will provide a reliable connection back to the facilities that depend on it for phone service, email, server access and internet. Funding for the services is part of the budget for fiscal year 2016.

Attachments

Resolution
Comcast Master Service Document
Amendment

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER AND INTERIM CITY ATTORNEY TO NEGOTIATE AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC FOR THE PROVISION OF INTERNET SERVICES, AT A COST NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) FOR THE CURRENT FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami's ("City") facilities are currently connected to internet services via a Local Area Network provided by GTT.NET; and

WHEREAS, the City's contract with GTT.NET recently expired and the service level and reliability has been on a continuous decline; and

WHEREAS, the internet connection is fundamental to City's operations because it allows seven (7) City facilities to connect back to the City Hall for the purpose of conducting city business, access to servers, files, email and the telephone system; and

WHEREAS, the City desires to enter into an Agreement with Comcast Cable Communications Management, LLC ("Comcast") to provide a reliable connection back to the City facilities that depend on this connection for phone service, email, city server access and internet services ("Services"); and

WHEREAS, the Services can be obtained by entering into the Agreement at a cost not to exceed Forty-Five Thousand Dollars (\$45,000.00) for the current fiscal year; and

WHEREAS, the City Administration respectfully requests that the Mayor and City Council authorize the execution of an Agreement to obtain Services for the aforementioned reasons, benefiting the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authority of Interim City Manager and Interim City Attorney. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City

Manager and Interim City Attorney to negotiate and execute an agreement between the City of North Miami and Comcast Cable Communications Management, LLC, for the provision of internet services, at a cost not to exceed Forty-Five Thousand Dollars (\$45,000.00) for the current fiscal year.

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2016.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.
Vice Mayor Alix Desulme
Councilman Scott Galvin
Councilwoman Carol Keys, Esq.
Councilman Philippe Bien-Aime

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: FL-225357-pgalb

MSA Term: 60 months

Account Name: City of North Miami

CUSTOMER INFORMATION

Primary Contact: Ricardo Castillo	<u>Primary Contact Address Information</u>
Title: Director of Information Technology	Address 1: 776 NE 125th St., Suite 403
Phone: (305) 895-9850	Address 2:
Cell:	City: North Miami
Fax:	State: FL
Email: rcastillo@northmiamifl.gov	Zip Code: 33161

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:

Name:

Title:

Date:

COMCAST USE ONLY (by authorized representative)

Signature:

Sales Rep: Christopher Munro

Name:

Sales Rep Email: christopher_munro@cable.comcast.com

Title:

Region: Florida

Date:

Division: Central

FIRST AMENDMENT

to

Comcast Enterprise Services Master Services Agreement No. FL-225357-pgalb

This First Amendment (“Amendment”) is concurrently entered into on March 8, 2016 (“Effective Date”) in conjunction with the Comcast Enterprise Services Master Services Agreement No. FL-225357-pgalb (“Agreement”) by and between Comcast Cable Communications Management, LLC (“Comcast”) and City of North Miami (“Customer”), individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Article 11.15 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of procurement under the applicable state procurement laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state or federal agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated (“Termination”) by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this “Non-Appropriation of Funds” provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term.”

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of North Miami

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	