

RESOLUTION NO. 2018-095

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A NOWCARE PREMIUM SUPPORT AGREEMENT BETWEEN AMANO MCGANN, INC. AND THE CITY OF HIALEAH TO PROVIDE SOFTWARE AND HOST COMPUTER COMPONENTS MAINTENANCE AND SUPPORT; AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE NOWCARE PREMIUM SUPPORT AGREEMENT, FOR A TERM OF THREE YEARS, COMMENCING ON NOVEMBER 1, 2018 AND ENDING ON OCTOBER 31, 2021, IN AN AMOUNT NOT TO EXCEED \$55,704.00, TO BE PAID IN QUARTERLY INSTALLMENTS IN THE AMOUNT OF \$4,642.00 EACH, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amano McGann, Inc. is a software support firm, which has delivered innovative technology solutions for the parking and time attendance markets for over 40 years, including a simplified programming system, and an enhanced comprehensive parker database that increases overall flexibility; and

WHEREAS, the City finds it is in its best interest to enter into this NowCare Premium Support Agreement with Amano McGann, Inc. to provide software and host computer components maintenance and support, for a term of three years, commencing on November 1, 2018 and ending on October 31, 2021, in an amount not to exceed \$55,704.00, to be paid in quarterly installments in the amount of \$4,642.00 each, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby approves a NowCare Premium Support Agreement between Amano McGann, Inc. and the City of Hialeah to provide software and host computer components maintenance and support, and further authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City to execute the NowCare Premium

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Support Agreement, for a term of three years, commencing on November 1, 2018 and ending on October 31, 2021, in an amount not to exceed \$55,704.00, to be paid in quarterly installments in the amount of \$4,642.00 each, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1". All action taken to date by officers of the City in furtherance of the performance of this agreement is hereby approved, confirmed and ratified.

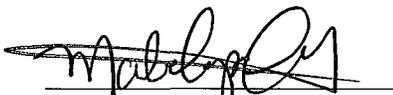
Section 2: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 9 day of October, 2018.


Vivian Casals-Muñoz
Council President

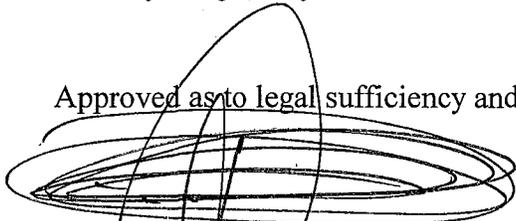
Attest:

Approved on this 15 day of October, 2018.


Marbelys Fatjó, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:



Lorena E. Bravo, City Attorney

Resolution was adopted by a 5-0-2 vote with Councilmembers, Zogby, Casals-Munoz, Caragol, Hernandez, and Garcia-Martinez voting "Yes" and with Councilmembers Cue-Fuente and Lozano absent.



Amano McGann, Inc.
NowCare Premium Support Agreement

This NOWCARE PREMIUM SUPPORT AGREEMENT is made and entered into this 25th day of September, 2018 by and between Amano McGann Inc. (herein referred to as "AMI") and City of Hialeah (herein referred to as "Customer"), covering all software and host computer components listed on Exhibit A – Software Application List and Host Computer Components (herein referred to as "The Software and Equipment"), and Revenue/Lane Equipment listed on Exhibit B – Equipment List for the property located at (Address, City, State, Zip) 501 Palm Ave, Hialeah, FL 33010

AMI will provide the NowCare Premium Support Services listed below for the time period from 11/1/2018 through 10/31/2021 for the sum of \$ 55,704.00. Customer will be invoiced with quarterly installments of \$ 4,642.00.

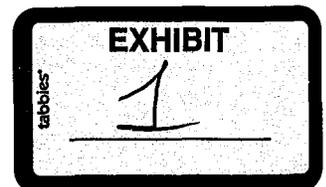
Coverage for any time period occurring prior to the time period referenced above will be billed at a rate of \$ 4,642.00 per quarter. Payment for contracted services will be due and payable prior to AMI providing any contracted service. Default provisions are outlined in section 17 of the agreement's terms and conditions.

Customer requests that all invoices for services covered under this agreement be generated and mailed to the following address:

City of Hialeah
501 Palm Ave
Hialeah, FL 33010
ATTN: Luis Suarez
Main Contact Phone Number: 305-883-5857

Agreement covers support of The Software via telephone or email, during AMI's regular business hours, 8:00AM to 4:30PM local time Monday through Friday excluding AMI company holidays and weather or emergency related closings, plus repair of malfunctions of the Equipment, including all parts and labor, for Host Hardware Components and Revenue/Lane Equipment during AMI's regular business hours, 8:00AM to 4:30PM local time Monday through Friday excluding AMI company holidays and weather or emergency related closings and subject to the following Terms and Conditions:

1. PRIORITY RESPONSE – Customer will receive top priority and will be scheduled ahead of all other service work.
2. UPDATES/UPGRADES – Customer will receive all commercially released software updates and upgrades applicable to their current software version at no additional cost.
3. TECHNICAL SUPPORT – Technical experts will provide assistance to Customers with operational questions, troubleshooting and general how-to questions.
4. EQUIPMENT INSPECTION – On a periodic basis, the Revenue/Lane Equipment will be inspected and cleaned for proper operation, and worn parts will be replaced in the course of AMI's regular service work.
5. UNAUTHORIZED REPAIRS – AMI is not responsible for any repair work performed by non-AMI personnel without the express written consent of AMI. Any work required to correct unauthorized repairs will be invoiced at AMI's applicable labor rates.
6. GUARANTEED RESPONSE TIME – Customer's support calls are prioritized ahead of other calls to ensure timely answers to mission critical software questions. Most calls are taken immediately, with a 2-hour response guarantee*.
 - * Calls received after 2:00PM local time may be returned the next business morning by 10:00AM. If a call is not returned within the guaranteed response time Customer will receive a \$75.00 credit for future support services. Failure to contact Customer due to unavailability at the main contact phone number provided above is not considered non-responsive. AMI does not guarantee a resolution to the call within the guaranteed time but rather a response to the request.
7. PRIORITY HOST COMPUTER HARDWARE REPAIR – Host computer hardware devices (CPUs and data storage devices) will be repaired and will receive priority service. During the term of coverage, AMI will schedule one replacement of all previously installed host computer CPUs and data storage devices after three consecutive years of coverage. Agreement must remain in place for the full three-year term. Computer hardware covered is listed on Exhibit A – Computer Hardware.



8. EXCHANGE PARTS – Certain component parts, including, but not limited to, circuit boards and control units, will be serviced on an exchange basis to minimize equipment downtime.
9. PARTS DISCOUNT – Customer will receive a 10% discount on all non-covered service parts or supplies for the Equipment installed at the Service Address.
10. EMERGENCY WORK DISCOUNT – If Customer requests service work to be performed outside of AMI's regular business hours, or request work on the Equipment that is not covered under this Agreement, labor and travel charges will be invoiced at a 25% discount from AMI's then applicable rate. For all emergency overtime calls, double time calls or calls placed on holidays, there are minimum hourly labor charges and a mileage charge from portal to portal.
11. SOFTWARE EXCLUSIONS – AMI offers a variety of fee-based professional services that are not covered under this Agreement including, but not limited to:
 - Data recovery or data fixing
 - Report formatting
 - System administration
 - System auditing
 - Other product/system compatibility analysis
 - Custom software engineering estimates
 - Reprogramming of software due to rate or time changes, power outages, data loss or corruption.
12. HARDWARE/EQUIPMENT EXCLUSIONS
 - Detector Loops (due to environmental and structural conditions beyond our control)
 - Consumable supplies including, but not limited to, gate arms and related hardware, ribbons, paper tapes, tickets, batteries, shear pins and installation and/or delivery of same
 - Malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges or power failure, improper installation of ribbons or paper tapes or the use of non-manufacturer approved supplies
 - Programming of equipment and computers due to rate changes, power outages, time and date changes, or data loss or corruption
13. RENEWAL AND CANCELLATION – Agreement will renew on an annual basis at the conclusion of the initial term, subject to adjustments in fees and coverage, and will remain in force until cancelled. AMI will notify Customer at least 60 days in advance of the impending renewal. If Customer does not notify AMI of their intent to cancel the agreement, AMI will generate and mail an invoice for renewal services to Customer 30 days prior to renewal date, and AMI will be paid in full prior to renewal start date of the support agreement. Agreement may be cancelled by either party on written notice to the other party at least 30 days prior to the expiration of the current agreement. No monies will be refunded to Customer in the event of cancellation.
14. AGE/EXCESSIVE USE – If, in AMI's sole opinion, any piece of the Equipment will no longer perform satisfactorily due to condition, age, or excessive use, AMI will submit a cost estimate to overhaul or replace the unit. This work will be in addition to the cost of this Agreement.
15. DEFAULT – If Customer does not pay for the services outlined in this agreement or any other charges due hereunder, AMI reserves the right to discontinue services, or provide services on a pre-paid per call basis. Payment must be made prior to AMI scheduling any required services.
16. RESPONSIBILITY TO NOTIFY - In the event the property covered by this agreement will be changing hands, regardless if Customer is a property owner or operator and regardless of the circumstances, it is Customer's responsibility to notify AMI of the impending change of hands at least 30 days prior to Customer vacating the property.
17. NON SOLICITATION – Customer agrees not to directly or indirectly, initiate or be engaged in any solicitation for employment of any employee of AMI for a period of two years after the termination of the Agreement.
18. HOLD HARMLESS – The sole obligation of AMI under this agreement is to make necessary repair of the equipment and to provide support for the software. Customer hereby agrees that there are no warranties, express or implied, which would impose upon AMI any other obligation or liability. AMI shall not be responsible for incidental or consequential injury, damages or loss of revenue resulting from the equipment repair and/or software support provided under this agreement.
19. INSOLVENCY/BANKRUPTCY – In the event Customer is found to be insolvent through an involuntary bankruptcy proceeding or initiates an action for protection through the Bankruptcy Court, this agreement will be null and void immediately. AMI will have no further obligations under this agreement, and the Customer will need to negotiate a new agreement for contract services beyond the date of filing for protection.

- 20. GOVERNING LAW/VENUE – This agreement will be governed by and construed in accordance with the laws of the State of Minnesota. Customer agrees to be subject to personal jurisdiction in all courts and venues in Minnesota and waives any jurisdictional or inconvenient forum objections to such.
- 21. ENTIRE AGREEMENT – This Agreement constitutes the entire agreement between AMI and Customer concerning the NowCare Premium Support Agreement and may not be altered, modified, amended, or changed, in whole or in part, except by a written document executed by both parties.

By signing this agreement, the parties acknowledge they have read and understand the agreement as written and have the authority to bind their respective company to this agreement by their signature below.

Agreed to and Accepted by:

Agreed to and Accepted by:

Customer

Amano McGann, Inc.

By _____

By _____

Title _____

Title _____

Date _____

Date _____

AMANO McGANN

Corporate Headquarters
 2699 Patton Road
 Roseville, MN 55113
 Tel: (612) 331-2020
www.amanomcgann.com



**Amano McGann, Inc.
NowCare Agreement Rider**

September 25,2018

The rider for this NowCare support agreement by and between Amano McGann, Inc (AMI) and City of Hialeah seeks to clarify, explain or replace the specific items listed below.

Item #1: Section 20 Governing Law/Venue - This language supersedes language provided in Section 20 of the NowCare Agreement

This agreement will be governed by and construed in accordance with the laws of the State of Florida. Customer agrees to be subject to personal jurisdiction in all courts and venues in Florida and waives any jurisdictional or inconvenient forum objections to such.

Item #2: Section 22 (Additional Language) - The obligations of the City of Hialeah that extend beyond the end of the fiscal year in which this agreement is entered on are subject to the availability of funds lawfully appropriated for this purpose. If funds are not appropriated during the subsequent fiscal year, the City of Hialeah may terminate for convenience as provided for in Paragraph 13 Renewal and Cancellation with a 30 day advance notice.

This rider addresses only the items listed above and does not alter the terms of this agreement beyond these items. By signing this rider, the parties acknowledge they have read and understand the rider as written and have the authority to bind their respective company to this rider by their signature below.

Agreed to and Accepted by:

City of Hialeah

By: _____

Title: _____

Date: _____

Agreed to and Accepted by:

Amano McGann, Inc.

By: _____

Title: _____

Date: _____

Exhibit A
Software Application List

Host Computer Equipment

<u>Model</u>	<u>Qty</u>	<u>Description</u>
MPS3SQL	2	AMI Software Host SQL Server

Software Applications

AMS4255DIP	1	AMI iParcProfessional Debit Access Control
AMS4950IP	1	AMI iParcProfessional MBA Business Alerts
AMS1156IP	1	AMI iParcProfessional Revenue with Devices TT
AMS002ULIP	1	AMI iParcProfessional Web Workstation - 2 users
AMS0063EL	1	AMI iParcProfessional eLearning Portal
AMS0063EL	1	AMI iParcProfessional eLearning Portal

Exhibit B
Equipment List

Lane Equipment

<u>Model</u>	<u>Qty</u>	<u>Description</u>
ETP-22	1	AMI Magnetic Stripe Ticket Dispenser
AGP-4411	1	AMI ExpressParc Exit CC Paystation
AMG-1751	1	AMI Autogate with Detector, Two-lane Grey
MT-234	1	AMI Dual Channel Vehicle Detector
MPS3SAT	1	AMI Select Rollover Phone Dialer Intercom

Payment Lobby Equipment

AMG-7811	1	AMI Automatic Pay-On-Foot Station (WinXP)
MPS3SAT	1	AMI Select Rollover Phone Dialer Intercom

Additional System Components

AGP-0509	2	AMI RS232/RS485 Data Converter
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