

RESOLUTION NO. 2021-019

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, APPROVING A SERVICE AGREEMENT BETWEEN GRM INFORMATION MANAGEMENT SERVICES OF MIAMI, LLC AND THE CITY OF HIALEAH, FLORIDA TO PROVIDE THE CITY WITH RECORD STORAGE AND RELATED SERVICES, FOR A TERM COMMENCING UPON EXECUTION OF THE SERVICE AGREEMENT AND ENDING ON JULY 17TH, 2023, BASED ON A NEGOTIATED PRICE SCHEDULE ATTACHED TO THE SERVICE AGREEMENT; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS ON BEHALF OF THE CITY, TO EXECUTE THE SERVICE AGREEMENT ATTACHED HERETO IN SUBSTANTIAL FORM, AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School District of Palm Beach County, Florida ("School District") issued Solicitation No. 21C-7V on June 4, 2020 (the "Solicitation"), seeking a qualified company to provide record storage and related services, including computerized inventory/indexing, records retrieval, filing, pick up, delivery and secured and confidential disposal of records services;

WHEREAS, GRM Information Management Services of Miami, LLC ("GRM") was selected by the School District as the most qualified bidder;

WHEREAS, pursuant to City of Hialeah Code Section 2-818, if advantageous to the City, the City may utilize bids that have been awarded or under Agreement by other governmental agencies, in which case competitive bidding will not be required;

WHEREAS, the services procured by the School District pursuant to the Solicitation are substantially similar to those required by the City, as more fully set forth in this Agreement;

WHEREAS, GRM has agreed to provide the City with the services, in compliance with the terms and conditions included in the Solicitation and this Agreement;

WHEREAS, GRM has made representations to the City, and the City has relied on

GRM's representations about its experience, manpower, capacity, permits and licenses to perform the services under this Agreement; and

WHEREAS, the City desires to acquire the services from GRM, and GRM desires to provide such services to the City pursuant to the terms and conditions as set forth in the Solicitation and the Agreement, attached hereto in substantial form, and made a part hereof as Exhibit "1", for a term commencing upon execution of the Service Agreement and ending on July 17th, 2023;

WHEREAS, the City Council finds it is in the best interest of the City to enter into this Service Agreement with GRM to ensure the proper and secured storage, management, delivery and disposal of City-records.

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


Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves a Service Agreement between GRM Information Management Services of Miami, LLC and the City of Hialeah, Florida to provide the City with records storage and related services, for a term commencing upon execution of the Service Agreement and ending on July 17th, 2023, based on a negotiated price schedule attached to the Service Agreement.

Section 3: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness on behalf of the City, to execute the Service Agreement attached hereto in substantial form, and made a part hereof as Exhibit "1". The City Council hereby approves, adopts and ratifies all prior actions, approvals, payments and other actions whatsoever taken by the Mayor, or his designee, on behalf of the City in the negotiation and performance of this Agreement.

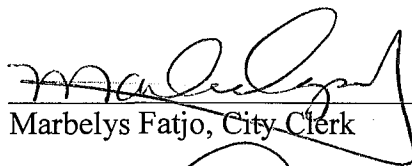
Section 4: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 16 day of February, 2021.

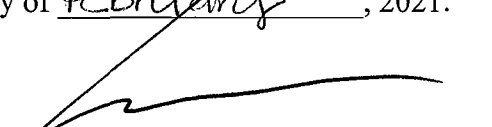


Jesus Tundidor
Council President

Attest: Approved on this 23 day of February, 2021.

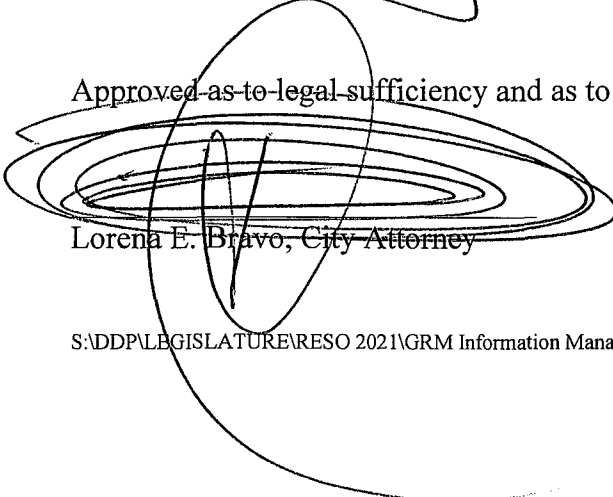


Marbelys Fatjo, City Clerk



Mayor Carlos Hernandez

~~Approved as to legal sufficiency and as to form:~~



Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, De la Rosa, Garcia-Roves, Hernandez, Perez, Tundidor, and Zogby voting "Yes" and with Council Member Cue-Fuente absent during roll call.

**SERVICES AGREEMENT
BETWEEN GRM INFORMATION MANAGEMENT SERVICES OF MIAMI, LLC
AND THE CITY OF HIALEAH**

This Agreement entered into this ____ day of _____, 2021 by and between the City of Hialeah, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and GRM Information Management Services of Miami, LLC, a Florida limited company ("Provider"), having its local business office at 15801 NW 49th Avenue, Miami Gardens, Florida 33014.

RECITALS

WHEREAS, the School District of Palm Beach County, Florida ("School District") issued Solicitation No. 21C-7V on June 4, 2020 (the "Solicitation"), seeking a qualified company to provide record storage and related services, including computerized inventory/indexing, records retrieval, filing, pick up, delivery and secured and confidential disposal of records services, for a term set to expire on July 16, 2023;

WHEREAS, Provider was selected by the School District as the most qualified bidder;

WHEREAS, pursuant to City of Hialeah Code Section 2-818, if advantageous to the City, the City may utilize bids that have been awarded or under Agreement by other governmental agencies, in which case competitive bidding will not be required;

WHEREAS, the services procured by the School District pursuant to the Solicitation are substantially similar to those required by the City, as more fully set forth in this Agreement;

WHEREAS, Provider has agreed to provide the City with the services, in compliance with the terms and conditions included in the Solicitation and this Agreement;

WHEREAS, Provider has made representations to the City, and the City has relied on Provider's representations about its experience, manpower, capacity, permits and licenses to perform the services under this Agreement; and

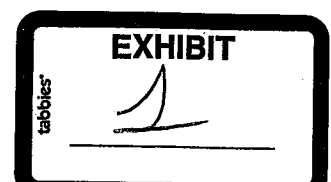
WHEREAS, the City desires to acquire the services from the Provider, and Provider desires to provide such services to the City pursuant to the terms and conditions as set forth in the Solicitation and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and the City agree as follows:

1. RECITALS AND INCORPORATIONS:

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. TERM: The term of this Agreement shall commence upon execution of this Agreement by the last party, and end on July 17, 2023. All activities as described in the Scope of Services shall be undertaken, performed and completed within the term provided hereinabove and prior to the expiration of this Agreement.



3. **STATEMENT OF WORK:** The Provider shall perform all tasks and provide all services specified in this Agreement, including those tasks and services that are incidental or complimentary to the original scope of services.

A. Paper Storage Environment:

(a) Provider shall provide a safe, secure, weatherproof, pest controlled, air-conditioned, supervised paper records storage area with storage racks, fire suppressant and fire alarm systems, and burglar alarm systems with regular inspection and maintenance.

(b) Provider shall store records in a facility that meets the county commercial building codes and hurricane standards in which the facility is located to store the City's paper records.

(c) Provider shall provide all required labor and equipment to handle items into and out of the paper records storage areas.

B. Electronic Media and Archival Document Storage Environment:

(a) Provider shall provide a safe, secure, weatherproof, pest controlled, air-conditioned, and supervised area for the storage and archival maintenance of microfilm, microfiche, magnetic tapes, and historical bound books.

(b) The storage area shall include storage racks, fire suppressant (non-liquid) and fire alarm systems, and burglar alarm systems with regular inspection and maintenance.

(c) Provider shall store media in a facility that meets the commercial building codes and hurricane standards in which the facility is located. In compliance with Florida Statute 119.021, vital, permanent, or archival public records shall be kept in fireproof and waterproof safes, vaults, or rooms fitted with noncombustible materials and arranged for easy access and use. These storage areas shall also be temperature and humidity controlled at all times and shall be physically separated from the paper records storage areas in compliance with the applicable requirements of the Florida Statutes and the Florida Administrative Code.

(d) Provider shall provide all required labor and equipment to handle items into and out of the paper records storage areas.

(e) Provider shall provide an Emergency Standby Power Generator to immediately provide a power backup should the regular power source be disrupted.

C. Secure Transfer of Records: Provider shall provide supervision, labor, materials, including vehicles to provide secure transfer of records to and from the Provider's location(s) and the City's identified location in the request.

D. Computerized Inventory/Indexing and Reporting:

(a) Under the direction of the City Clerk or designee, the Provider shall be responsible for maintaining a computerized inventory/index and providing reports that track all records (in all media) moved and stored, including data fields for bar code number, item/box number, box/media type, department, record series, records description, sequence from, sequence to, date from, date to, date entered, and eligible disposal date.

(b) Provider shall provide reports to the City Clerk or designee upon request, detailing box, file, and/or media inventory (as applicable) sorted by any data field requested. Provider shall also provide monthly reports to the City Clerk or designee detailing activities and itemized expenses incurred within the month.

(c) Provider shall allow the City unlimited 24 hours/day, 7 days/week access to computerized inventory/index and reports at no additional cost.

E. Records Retrieval and Delivery Services:

(a) Provider shall provide records retrieval and delivery services during regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), and 24 hours/day, 7 days/week access on an as-needed basis, whereby the City Clerk or designee may forward a records retrieval request via Internet, telephone, E-mail, or fax.

(b) Provider shall accept records retrieval requests as infrequently or frequently as required by the City. Delivery and pick-ups (excluding rush deliveries/pick-ups) shall be consolidated by the Provider to one activity per day.

(c) The following options shall be available to the City with each retrieval request:

- i. Delivery with normal turnaround time. Normal is defined as within 24 hours from the time the request is received by the Provider.
- ii. Pick-up with normal turnaround time. Normal is defined as within 24 hours from the time the request is received by the Provider.
- iii. "Rush" delivery/pick-up completed within the time period specified, not to exceed four (4) hours from receipt of the request.
- iv. Ability to retrieve box(es) or specific file(s) within a box as required by the City;
- v. Ability to pick up records retrievals from the Provider's facility by the City Clerk or designee. In the event that a City picks up any file/record(s) from the Provider, then no delivery costs shall be charged to the City. The Provider may charge applicable retrieval costs to pull the file/record(s) from their inventory.
- vi. Ability to viewed and inspect record retrievals by City Clerk or designee at the Provider's facility in a secured area.

F. Permanent Removal of Stored Items:

(a) Upon written and signed request by the City Clerk or designee, the Provider shall physically and permanently remove stored items from their facility/facilities including deletion from the inventory database.

(b) Provider shall only be allowed to charge the City the normal item/box retrieval fee and the item/box disposal fee (if applicable) if permanent removal and/or disposal are requested by the City.

(c) The Provider shall not charge the City any other fees associated with permanently removing stored items.

(d) All requests by the City for the destruction of records shall be in writing identifying the specific records to be destroyed. Destruction orders will be provided for boxes in storage, which have met its retention requirements. No records shall be destroyed without prior written authorization from the City. A City's representative must be present for the destruction of any the City record.

(e) Records must be destroyed by incineration or shredding only, unless prior written approval to use other methods of destruction is received from the City. A certificate of destruction must be provided to the City when the destruction has been completed.

4. PAYMENT, INVOICE AND RELATED TERMS:

A. Method of Payment: The City shall pay for services performed by the Provider during the service performance period of this Agreement according to the terms and conditions of this Agreement in an amount not to exceed that set forth in Exhibit "A", Price Sheet, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Agreement, payment shall be made only upon written acceptance of all services by the City, and shall remain subject to subsequent audit or review to confirm Agreement compliance. The City's obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.

B. Invoices:

(a) The Provider shall request payment on a monthly basis through submission of a properly completed invoice within 30 days following the end of the month for which payment is being requested. It is expressly understood by the Provider that any payments due to the Provider under the terms of this Agreement may be withheld pending the receipt and approval of all required reports and supporting documentation required pursuant to this Agreement. The City will return requests for payment, which cannot be documented with supporting evidence, to the Provider. The City will pay the undisputed amount of the invoices, based on approved reports and supporting documentation, within 45 days.

(b) Supporting documentation shall be maintained to support services and units for which payment is being requested. A listing of all activities for the month must be

submitted with each invoice.

(c) All services completed for the billing month, shall match the invoice submitted for payment. Records must reconcile to the invoice for payment.

(d) The Provider shall submit a List of Storage Box Numbers to include the City's box number and transfer number, the Provider's bar code number, and the storage facility (if the Provider has more than one facility). In lieu of submitting the List of Storage Box Numbers quarterly, the Provider shall ensure that the information is available to be retrieved by the City from the Provider's records management system.

C. Overpayments and Offsets: The Provider shall return to the City any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the City and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the City, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the City to not be in full compliance with Agreement requirements shall be deemed overpayments. The City shall have the right at any time to offset or deduct from any payment due under this or any other Agreement or agreement any amount due to the City from the Provider under this or any other Agreement or agreement.

5. **GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE:**

A. Compliance with Statutes, Rules and Regulations: Provider shall comply with all applicable Federal, State, County and local laws, codes, ordinances, rules, regulations and resolutions and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. Provider shall also comply with any court or administrative order, judgment, settlement or compliance agreement involving the City which by its nature affects the services provided under this Agreement.

B. Independent Contractor, Subcontracting and Assignments:

(a) The Provider, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City. The City shall have no obligation to pay or provide for Provider's employees, agents, representatives, or subcontractors. Provider's employees, agents, representatives, or subcontractors shall not attain any right or benefit under the civil service or pension ordinances of the City, or any right or benefit generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health insurance, unemployment benefits, or any other right or privilege granted to the City's officers and employees.

(b) It is understood and agreed that the relationship of Provider to the City shall be that of an independent contractor. Nothing contained herein shall be deemed or construed to (a) make Provider the agent, servant or employee of the City, or (b) create

any partnership, joint venture or other association between Provider and the City. Provider shall not have the right to bind the City to any obligations whatsoever, and this Agreement shall not be construed to make the City liable to any person or party for debts or claims of any character accruing to them against the Provider.

(c) The Provider shall not assign its responsibilities under this Agreement to another party, in whole or part, without prior written approval of the City, upon the City's sole determination that such assignment will not adversely affect the public interest. No payment shall be made under this Agreement to any factor or other person who has been assigned or transferred the right to receive payment in lieu of or on behalf of the Provider, unless the City has previously approved in writing such assignment or transfer. Any assignment or transfer occurring without prior approval of the City shall be null and void.

(d) The Provider shall not retain a subcontractor for any of the work contemplated under this Agreement without prior written approval of the City, which shall not be unreasonably withheld. The Provider is responsible for all work performed and for all commodities produced pursuant to this Agreement whether actually furnished by the Provider or by its subcontractors. The Provider further agrees that the City shall not be liable to the subcontractors in any way or for any reason relating to this Agreement. The Provider shall ensure that the subcontractor complies the terms and conditions of this Agreement.

C. Indemnification:

Provider, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected and appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporation affiliates therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, caused of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any kind (collectively "Claims"), arising out of, resulting from, or relating to Provider's performance of the services pursuant to the terms and conditions of this Agreement, whether or not such claim, suit, cause of action, injury, damage, loss liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from the NEGLIGENT ACTS OR OMISSIONS of the Released Parties. This Section shall survive the termination of this Agreement.

Provider covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of Provider's performance of the services pursuant to this Agreement. Provider will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Provider agrees, at Provider's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any

such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Provider.

The parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

D. Insurance:

(a) Provider shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, General Liability Insurance and Automobile Liability Insurance.

(b) Such policy or policies shall be issued by United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida.

(c) All policies shall provide a notice of cancellation or reduction of coverage limits. The policy or policies must be endorsed to provide City with 30 days' notice of cancellation and/or restriction. The Provider shall be responsible for assuring that the insurance certificates required in this section shall remain in force for the duration of the contractual period.

- i. Worker's Compensation Insurance to apply for all employees in compliance with the state worker's compensation law.
- ii. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- iii. Business Automobile Liability Insurance with minimum liability limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: (1) Owned vehicles, if applicable; and (2) Hired and non-owned vehicles.
- iv. Any other policies as provided in the Insurance Checklist as provided in connection with the bid. Attached hereto and made a part hereof as Exhibit "B" is the Insurance Checklist.

(d) Insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida. They shall have a general policy holder rating of "A" or better and a financial rating not less than "X" as reported by Best's Key Rating Guide, published by A.M. Best Company, latest edition, or its equivalent, subject to the approval of the City's Risk Manager.

(e) The Contractor agrees to furnish Certificates of Insurance to the City, subject to approval of the City's Risk Manager, within 7 days of the execution of this Agreement. The City of Hialeah shall be named as an additional insured on all policies required herein. Certificates of Insurance shall be sent to Robert Lloyd-Still, Esq., Risk Manager, City of Hialeah, 501 Palm Avenue, 3th Floor, Hialeah, Florida 33010.

E. Notice of Legal Actions: The Provider shall notify the City of potential or actual legal actions taken against the Provider related to services provided through this Agreement or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the City. The City will be notified within 10 days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

F. Intellectual Property. It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Agreement, and the performance of all of its officers, agents and subcontractors in relation to this Agreement, are works for hire for the benefit of the City, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Agreement. It is specifically agreed that the City shall have exclusive rights to all data processing software falling within the terms of Section 119.084, of the Florida Statutes, which arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith.

6. RECORDS, AUDITS AND DATA SECURITY:

A. Records, Retention, Audits, Inspections and Investigations:

(a) The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

(b) Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Provider during the term of this Agreement and retained for a period of six (6) years after completion of the Agreement or longer when required by law. In the event an audit is required under this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the City.

(c) Upon demand, at no additional cost to the City, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required retention period in Section (b) hereof.

(d) These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the City.

(e) No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

B. Inspections and Corrective Action: The Provider shall permit all persons who are duly authorized by the City to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Agreement, and to interview any clients, employees and subcontractor employees of the Provider to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the City's written report. This provision will not limit the City's termination rights under Section 7 hereof.

C. Confidential Client and Other Information: Except as provided in this Agreement, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Agreement.

D. Data Security. The Provider shall comply with the following data security requirements whenever the Provider or its subcontractors have access to the City data systems or maintain any client or other confidential information in electronic form:

(a) The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and mobile storage devices are encrypted. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential City data will not be stored on unencrypted storage devices.

(b) The Provider agrees to notify the City as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential City data.

(c) The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential City data as provided in Section 817.5681 of the Florida Statutes. The Provider shall also at its own cost implement measures deemed appropriate by the City to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential City data.

(d) The Provider shall cause each of its subcontractors having access to City data systems or maintaining any client or other confidential information in electronic form to comply with the provisions of this Section 6 and the term "Provider" shall be deemed to mean the subcontractor for such purposes.

7. **TERMINATION:**

A. Termination without Cause: The City retains the right to terminate this Agreement for convenience upon 30 days written notice to the Provider.

B. Termination for Cause: The City may terminate this Agreement for cause, which shall include but not be limited to the following:

(a) Provider's failure to comply and/or perform in accordance with this Agreement;
or

(b) Provider's performance of this Agreement, for any reason, is rendered impossible or not feasible; or

(c) Provider's filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors; or

(d) Provider is adjudicated bankrupt or has any involuntary petition in bankruptcy filed against it;

(e) If Provider causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after seven (7) days written notice provided to Provider by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

C. Default and Notice to Cure: Before the City terminates this Agreement pursuant to this Section, it shall give written notice to the Provider that a default exists which will, unless corrected, constitute an event of default. The notice shall inform the Provider that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the Provider's receipt of the notice. If a cure cannot reasonably be done within seven (7) days despite the exercise of due diligence, the Provider may request an extension of the cure period in writing providing a detailed explanation why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the Provider's request is reasonable, as determined by the City's representative or his/her designee, the time to cure the default shall be extended for such additional time as is reasonably necessary to effect a cure, provided that the Provider exercises continuous diligent efforts to cure the default during the extended cure period. If the Provider fails to cure the default within the cure period, or fails to exercise continuous

diligent efforts to cure the default, the City may terminate this Agreement. The termination shall take effect as of the date specified in the notice of default provided by the City. Upon termination, the City may cure the default at the expense of the Provider, and have recourse to every other right and remedy to which the City is entitled under this Agreement, at law, or in equity.

D. Effect of Termination: It is hereby understood that any payment made to the Provider in accordance with this section shall be made only if the Provider is not in default under the terms of this Agreement. If the Provider is in default, then the City shall in no way be obligated to pay and shall not pay the Provider any sum.

E. No Waiver. The City's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The City's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the City's right to remedies at law or in equity.

8. **NOTICE:** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

**CITY
SERVICES OF MIAMI, LLC**

City Clerk Marbelys Fatjo
City of Hialeah
Office of the City Clerk
501 Palm Avenue, 3rd Floor
Hialeah, Florida 33010

GRM INFORMATION MANAGEMENT

Jenna Du Boulay, Account Manager
GRM Information Management Services
Of Miami, LLC
15801 NW 49th Avenue
Miami Gardens, Florida 33014
Email: www.grmdocumentmanagement.com

9. **GENERAL TERMS:**

A. Construction of Agreement. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Provider agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

B. Compliance with federal, State and Local Laws. The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City. The Provider shall comply with the Florida Administrative Code Rule IB-24 and IB-26, F.A.C., and chapters 119 and 257 of the

Florida Statutes regarding hardcopy, microfilm and magnetic tape storage, retention and destruction procedures and requirements.

C. Conflict of Interest.

(a) The Provider covenants that no person under its employ presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement and no such person has any personal financial interests, direct or indirect, with the Provider. The Provider further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Provider or its employees must be disclosed in writing to the City.

(b) The Provider is aware of the conflict of interest laws of the City, Hialeah Code Ch 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

D. Severability of Terms. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken.

E. Survival of Terms. The parties agree that, unless a provision of this Agreement, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this Agreement concerning obligations of the Provider and remedies available to the City are intended to survive the “ending date” or an earlier termination of this Agreement. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this Agreement are consideration for such performance.

F. Modifications. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

G. Nondiscrimination. The Provider agrees that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

H. Successors and Assigns. This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

I. Sovereign Immunity. The City is entitled to the protections of sovereign immunity as set forth in Florida Statutes Section 768.28. Nothing in this Agreement is intended or shall be deemed to waive or modify the City's sovereign immunity.

J. Authority. The person signing on behalf of the Provider is an officer of the Provider with full authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

Marbelys Fatjo
City Clerk

Mayor Carlos Hernandez Date

(SEAL)

Approved as to legal sufficiency and as to form:

Lorena E. Bravo
City Attorney

GRM Information Management Services
Of Miami, LLC
15801 NW 49th Avenue
Miami Gardens, Florida 33014

Authorized signature

Attest:

Witness

By: _____
Printed name: _____

Printed name: _____

Title: _____
Date: _____

EXHIBIT "A"
PRICE SHEET

Task/Service	Service Units	Unit Price
Record Storage	Storage Box	\$0.12
Records Indexing	Storage Box	\$0.030
Record Retrieval of Box-Priority	Storage Box	\$0.90
Record Retrieval of Box-Non Priority	Per item (Box)	\$0.80
Record Retrieval of File-Priority	Per item (Box)	\$0.90
Record Retrieval of File-Non Priority	Per item (Box)	\$0.90
Re-filling (within 3 days of receipt) -Box	Per item (Box)	Included
Re-filling (within 3 days of receipt) -File	Per item (Box)	Included
Transportation – Non Priority (Delivery of 1-20 boxes per trip)	Per trip	\$5.00
Transportation –Priority (within 4 hours)	Per trip	\$10.00
Special Search	Per Hour	\$20.00
Permanent Records Removal (Includes retrieval, removal from system and preparation for shipment or transfer)		\$0.00 No Change
Records Destruction (Includes retrieval, permanent removal from system, and destruction)	Storage Box	\$0.00 No Change
New Archive Box (empty)	Per item (Box)	\$1.95
New Letter Box (empty)	Per item (Box)	\$2.00
New Legal Box (empty)	Per item (Box)	\$3.00

EXHIBIT "B"
CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE

LIMITS

<u>X</u> 1.	WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY POLICY ISSUED IN NAME OF VENDOR	STATUTORY LIMITS OF THE STATE OF FLORIDA
<u>X</u> 2.	COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY INCL	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 3.	BROAD FORM PROPERTY DAMAGE ENDORSEMENT (LIABILITY POLICIES)	
<u>X</u> 4.	CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 5.	AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 6.	UMBRELLA LIABILITY	\$1,000,000 EXCESS OF ALL PRIMARY COVERAGE
__ 7.	GARAGE LIABILITY	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
__ 8.	GARAGE KEEPER'S LEGAL LIABILITY	\$100,000 EACH OCCURRENCE
<u>X</u> 9.	THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
__ 10.	TEACHERS PROFESSIONAL LIABILITY	\$1,000,000 EACH CLAIM
__ 11.	LIQUOR LEGAL LIABILITY	\$1,000,000 EACH OCCURRENCE

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE

LIMITS

- | | | |
|--------------|---|---|
| ___ 12. | CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT | |
| ___ 13. | XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED | |
| ___ 14. | BUILDERS RISK | FULL CONSTRUCTION COSTS OF THE PROJECT |
| ___ 15. | OTHER INSURANCE AS INDICATED BELOW: | |
| <u>X</u> 16. | THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED | |
| <u>X</u> 17. | BEST'S GUIDE RATING | A-X OR BETTER OR ITS EQUIVALENT |
| <u>X</u> 18. | THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE | |
| <u>X</u> 19. | CYBER LIABILITY | \$5,000,000
EACH CLAIM |
| ___ 19. | INFORMATION TECHNOLOGY
ERRORS AND OMISSIONS
INCLUDING CYBER LIABILITY
AND PRIVACY PROTECTION | \$1,000,000
EACH CLAIM |
| ___ 20. | POLLUTION LIABILITY | \$1,000,000
EACH CLAIM |
| ___ 21. | ERRORS & OMISSIONS/PROFESSIONAL
LIABILITY | \$1,000,000
EACH CLAIM |
| ___ 22. | BUSINESS PERSONAL PROPERTY COV. | LIMITS EQUALING REPLACEMENT
COST OF VENDOR'S PROPERTY |
| ___ 23. | SPOILAGE COVERAGE | LIMITS EQUALING REPLACEMENT
COST OF VENDOR'S PROPERTY |
| ___ 24. | LOSS OF INCOME COVERAGE. | LIMITS ADEQUATE TO COVER LOSS
OF INCOME AND EXTRA EXPENSE
FOR 12 MONTHS |
| ___ 25. | CRIME COVERAGE | EMPLOYEE DISHONESTY INCLUDING
FORGERY, COMPUTER FRAUD AND
WIRE TRANSFER FRAUD |

CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE

LIMITS

— 26. ATHLETIC FIELD USAGE	
COMMERCIAL GENERAL LIABILITY	\$1,000,000 SINGLE LIMIT FOR BODILY
PREMISES OPERATIONS INCL	INJURY AND PROPERTY DAMAGE
PRODUCTS AND	COMBINED EACH OCCURRENCE
COMPLETED OPERATIONS INCL	
PERSONAL INJURY LIABILITY INCL	
ATHLETIC PARTICIPANY LIABILITY INCL	
ABUSE AND MOLESTATION COVERAGE INCL	