



## Microsoft Enterprise Services Work Order


(For Microsoft Internal Purposes Only)

**GVS02311-453563-576645**

Work Order Number

This Work Order consists of the terms and conditions below, and the provisions of the **Microsoft Master Services Agreement** reference **U5819788**, effective as of **3/7/2019** (the "Agreement"), the provisions of the Unified Enterprise Support Services Description applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>City Of Doral</b>	Name <b>Microsoft Corporation</b>
Signature 	Signature
Name of person signing (please print) Rey Valdes	Name of person signing (please print)
Title of person signing (please print) City Manager	Title of person signing (please print)
Signature date 6/24/2024	Signature date (effective date)

Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

**Does Customer issue or require a Customer purchase order for the payment of  
Microsoft Services? [ X ] Yes or [   ] No**

If "No" is selected above, Customer represents and warrants that it does not require purchase order(s) be submitted to Microsoft for payment of the Microsoft Services Fees listed herein. Customer will not withhold payment of Microsoft's invoice due to the absence of a purchase order reference.

If no purchase order is required, Customer must complete "Customer invoice information" below and ensure it is accurate or revised in a timely manner. Further, the below "Customer invoice information" must be completed prior to: (a) Customer signing this Work Order; and (b) Microsoft invoicing Customer.

Customer invoice information		
Name of Customer <b>CITY OF DORAL - FINANCE DEPARTMENT</b>		Contact Name (Receives invoices under this Work Order) <b>Maria E. Garcia</b>
Street Address 8401 NORTHWEST 53RD TERRACE		Contact E-Mail Address <a href="mailto:maria.garcia@cityofdoral.com">maria.garcia@cityofdoral.com</a>
City DORAL	State/Province Florida	Phone 305-593-6624
Country United States	Postal Code 33166-4517	Fax

## 1. Support Services and Fees.

### 1.1. Term.

Microsoft Enterprise Support Services will commence on **6/27/2024** (the "Support Commencement Date") and will expire on **6/26/2025** (the "Support Expiration Date").

## 2. Description of Services.

Please refer to the current **Unified Support Services Description ("USSD")** which will be incorporated by reference and is published by Microsoft from time to time at [www.microsoft.com/unified-support-services-description](http://www.microsoft.com/unified-support-services-description). Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

**Services by Support Location**

Unified Enterprise Support USA - SLG - Enterprise East 6/27/2024 -6/26/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

Unified Proactive Services Add on   Unified Proactive Svcs Enterprise Security USA - SLG - Enterprise East 6/27/2024 - 6/26/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Workshop - Generic 3 Day - Open Workshop	WorkshopPLUS
2 ea	Workshop - Generic 1 Day - Open Workshop	WorkshopPLUS
1 ea	Onsite Visit	Onsite Support
80 ea	Proactive Credits	Proactive Credits

**2.1. Support Services Fees.**

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice

Customer, and Customer agrees to pay Microsoft within **30 calendar days** of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Unified Enterprise Support	6/27/2024	\$50,000.00
Unified Proactive Services Add on   Unified Proactive Svcs Enterprise Security	6/27/2024	\$27,132.00
Subtotal		\$77,132.00
One Time Microsoft Investment		(\$15,632.00)
Flex Allowance		(\$25,000.00)
<b>Total Fees (excluding taxes)</b>		<b>\$36,500.00</b>

Billing Schedule	Billing Date	Fee USD
Microsoft Support	6/27/2024	\$36,500.00
<b>Total Fees (excluding taxes)</b>		<b>\$36,500.00</b>

## 2.2. Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

## 2.3. Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Rey Valdes		
Street Address 8401 Northwest 53rd Terrace	Contact E-Mail Address <a href="mailto:rey.valdes@cityofdoral.com">rey.valdes@cityofdoral.com</a>	
City DORAL	State/Province Florida	Phone 3055936725
Country United States	Postal Code 33166	Fax

### **3. Use, ownership, rights, and restrictions.**

#### **3.1. Products.**

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (<http://www.microsoft.com/licensing/contracts> or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

#### **3.2. Fixes.**

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

#### **3.3. Pre-existing Work.**

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

#### **3.4. Services Deliverables.**

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the

Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

**3.5. Affiliates' rights.**

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

**3.6. Restrictions on use.**

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

**3.7. Reservation of rights.**

All rights not expressly granted are reserved to Microsoft.

**4. Microsoft Professional Services Data Protection Addendum.**

The Microsoft Professional Services Data Protection Addendum in effect on the effective date of this Work Order and available on the Volume Licensing Site at <https://aka.ms/ProfessionalServicesDPA> is incorporated herein by this reference.

**5. Microsoft Contact**

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name	
Mark Hong	
Phone	Contact E-Mail Address
	<a href="mailto:v-hongmark@microsoft.com">v-hongmark@microsoft.com</a>

## Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
CITY OF DORAL	Enterprise 6	55629265
CITY OF DORAL	Enterprise 6	52036811
CITY OF DORAL-52036811-CITY OF DORAL POLICE DEPARTMENT	Enterprise 6	5285571

**RESOLUTION No. 18-77**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-231 OF THE CITY CODE OF ORDINANCES, WAIVING THE CITY'S COMPETITIVE BIDDING PROCEDURE IN FAVOR OF MICROSOFT PREMIER CORE SERVICES; AUTHORIZING THE CITY MANAGER TO PURCHASE ANNUAL MICROSOFT PREMIER CORE SERVICES IN AN AMOUNT NOT TO EXCEED ANNUAL BUDGETED FUNDS FOR AS LONG AS THE MICROSOFT PRODUCTS ARE UTILIZED BY THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THIS PURCHASE AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in FY11 and FY12, the City Council for the City of Doral (the "City") approved the Payment and Execution of Microsoft Premier Services Contract via Resolution 11-4 and 12-32. The Microsoft Premier Services provides expertise at any level on any Microsoft products. The level of sophistication and complexity of our Microsoft environment makes it impossible to have expertise on all the technologies currently in used by the City; and

**WHEREAS**, the Microsoft Premier Core Support Services provides emergency support 24x7, workshops for planning and deployment of complex products; and

**WHEREAS**, this allows the IT Department to run an efficient infrastructure and mitigates downtime for the Microsoft suite of products. It is in the best interest of the City to sign the Microsoft Premier Services and Support; and

**WHEREAS**, section 2-321 of the City Code of Ordinances provides that the City may waive the City's competitive bidding process by a majority approval of the City Council upon the manager's recommendation that it is in the best interest to do so, to



obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services or other factors; and

**WHEREAS**, because the City's IT systems are run on a Microsoft platform and the subject services are critical to the City's IT infrastructure, the Manager has recommended it is in the City's best interest to waive formal bidding procedures and proceed as recommended by staff; and

**WHEREAS**, staff has recommended that the City Council authorize the City Manager to purchase annual Microsoft Premier Core Services

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Waiver.** Pursuant to Section 2-321 of the City of Doral Code of Ordinances, and upon the recommendation of the City Manager, the City's competitive bidding procedures are hereby waived in favor of Microsoft Premier Core Services. This waiver in and of itself does not vest Microsoft Premier Core Services with any rights absent an agreement with the City.

**Section 3. Approval.** The purchase of the annual Microsoft Premier Core Services, as described in Exhibit "A", which is incorporated herein and made a part hereof by this reference, in an amount not to exceed the annual budgeted funds for as long as the Microsoft products are utilized by the City, is hereby approved.

**Section 4. Authorization.** The City Manager is authorized to execute agreement, subject to approval as to form and legal sufficiency by the City Attorney, and to expend budgeted funds, in furtherance hereof.

**Section 5. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption. The motion was seconded by Councilmember Mariaca and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 9 day of May, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

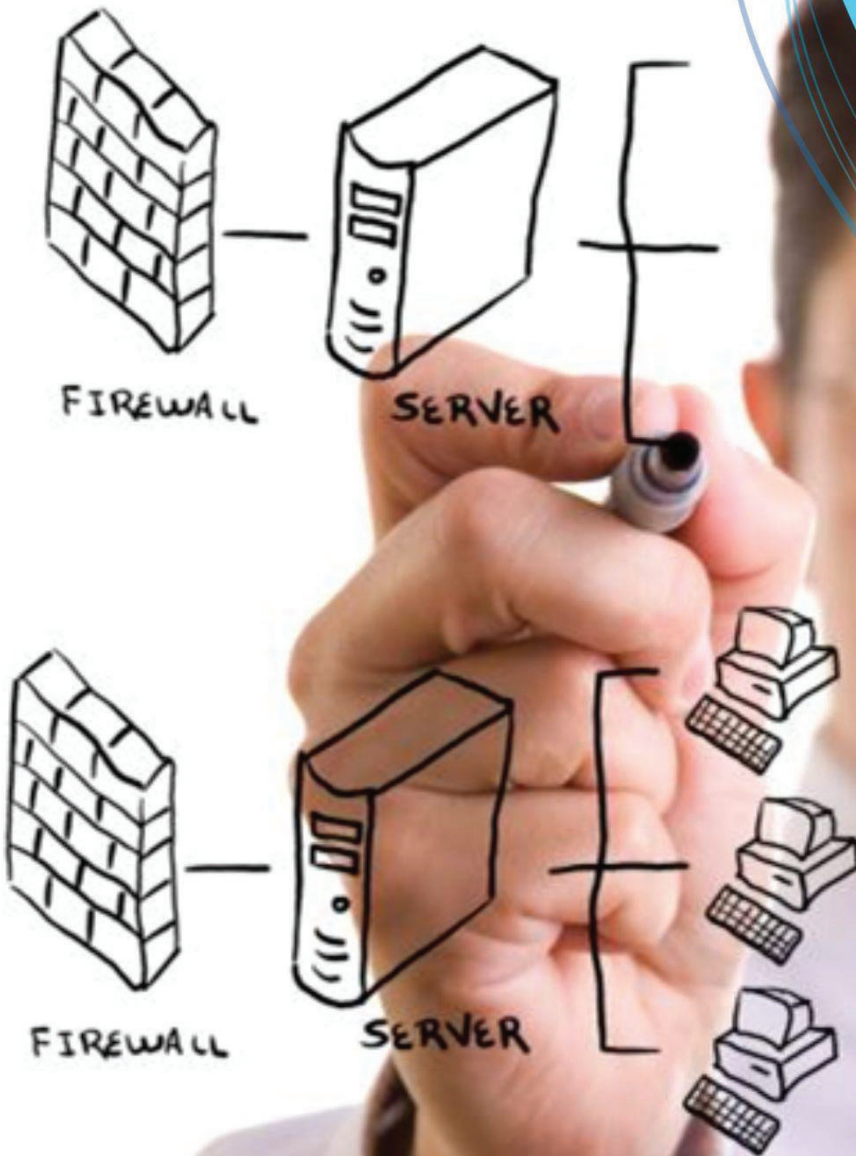
  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

# EXHIBIT “A”

# Proposal for City of Doral

## *Microsoft Services Premier Support*

2018



# Get the Most Out of Your Current Investment

*Microsoft Services Premier Support delivers the knowledge, tools and support of Microsoft experts to you.*

## A Primer on Microsoft Services Premier Support

- Access to a global network of experts with unmatched knowledge of Microsoft products
- Accelerated support, ensuring you speak to the right subject-matter experts to solve your problem right away
- Direct assistance with planning, rollouts and rigorous Health Checks and remediation services

Maximize the value of your Microsoft investments. As a Microsoft Premier Support customer, we exclusively offer a comprehensive set of support services and solutions to help improve and maintain the health of your Microsoft platform environment.

## Customized Support Tailored to *Your* Business

Premier Support provides immediate escalation for urgent issues, strategic advice for optimizing your current systems, and knowledge sharing tailored to your unique IT environment – enabling you to get the most out of your IT infrastructure.

## A Dedicated Support Team

Your designated Technical Account Manager monitors your IT operations and helps alleviate any issues that may arise. You benefit from:

- **A global network of subject-matter experts** available 24 hours a day, seven days a week.
- **Deep knowledge of Microsoft products** to deliver unmatched support services.
- **Operational guidance** aimed at increasing system performance and reducing support costs and risks.
- **Direct relationship with Microsoft**—Technical Account Manager (TAM) that quickly provides latest technology updates and information to help drive efficiencies.
- **Hands-on training and knowledge** transfer to help increase IT staff expertise and improve alignment between business goals and IT investments.
- **Access to Microsoft product developers**



## Backed by 24/7 Support Availability

In the event a technical issue arises, your Premier Support team ensures you receive the priority support you need for a quick recovery. Problem resolution services can help ensure that your critical issues receive our attention until they are resolved — and your business is up and running. Your IT staff can spend less time putting out fires and more time helping to maximize the productive use of your technology.

- **24 hours a day, seven days a week expert assistance** for technical problems—by phone and on site
- **Support escalation to the highest level necessary**, delivered through a streamlined, critical issue management process led by an escalation engineer
- **Reactive on-site support** that provides senior escalation engineers on site helping customers solve the most complex IT issues (based on contract terms and escalation thresholds)
- **Priority access to hotfixes and critical product updates**—enabling preparation early on for deployment

## Proactive Monitoring and Health Checks

Your Technical Account Manager is your go-to resource for any support issues. As your designated advocate within Microsoft, this highly skilled professional works with the team to provide proactive planning to address risks and maximize IT health. Your Premier Support services include:

- **Risk assessments to help identify potential problems** before they impact the IT environment or end users.
- **Operations assessments to help streamline processes** – including security measures and resource allocation.
- **Remediation services and side-by-side sessions with Microsoft field engineers** who can help remedy problematic implementations.
- **Microsoft product support workshops** that sync with key release cycles to deliver insights into new services and to help increase preparedness.
- **Guidance to help maximize current IT investments** and advice on technologies/services that can help support business initiatives.

## Support Services Components

<b>City of Doral</b>	<b>Option 1</b> Entry Reactive Level Agreement <b>(Premier Core)</b>	<b>Option 2</b> Entry Proactive Level Agreement <b>(Premier Foundation)</b>	<b>Option 3</b> (Premier STD 0) <b>(Premier Standard)</b>
<b>Support Account Management (TAM)</b> <ul style="list-style-type: none"> <li>Designated Technical Account Manager</li> <li>Account Management and Services Planning</li> <li>Relationship and shared goals;</li> <li>Resource coordination and case escalation;</li> <li>General product research &amp; information;</li> </ul>	<b>45 Hours</b>	<b>80 Hours</b>	<b>120 Hours</b>
<b>Support Assistance Hours (Proactive)</b> <ul style="list-style-type: none"> <li>Onsite Technical Planning Discussions</li> <li>Risk Assessment / Healthchecks</li> <li>Technology focused Training Workshops</li> <li>Migration Readiness (On-Prem/O365/Azure)</li> <li>Implementation Planning Reviews</li> <li>IT Services Management Consulting Services</li> </ul>	<b>10 Hours</b> (Limited Add-on capabilities)	<i>Plus</i> 1 RAP as a Service Plus (RaaS+) 1 Workshop Library on Demand 2-day Custom Proactive Visit	<b>40 Hours</b>
<b>Problem Resolution Support Hours (Reactive)</b> <ul style="list-style-type: none"> <li>24x7 Resolution Support for Critical Issues</li> <li>Severity Based Response Times</li> <li>Online Incident Tracking</li> <li>Rapid Self Escalation</li> </ul>	<b>40 Hours</b>	<b>40 Hours</b>	<b>120 Hours</b>
<b>Total Price</b>	<b>\$22,585</b>	<b>\$48,300</b>	<b>\$66,640</b>

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