

RESOLUTION No. 09 – 178

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE BIDDING PROCESS AND ADOPTING THE TERMS OF THE CONTRACT BETWEEN EMA, INC. AND THE CITY OF LAKELAND, FLORIDA FOR THE PROVISION OF CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 12, 2008, the City of Doral waived the competitive bidding process and adopted the terms of the competitively bid contract between EMA, Inc., and the City of Lakeland, Florida; and

WHEREAS, the City of Doral's contract with EMA, Inc. expired on March 31, 2009; and

WHEREAS, the City of Doral has been very pleased with the performance of EMA and Staff respectfully requests that the City Council again waive the competitive bidding process and adopt the terms of the contract between EMA, Inc. and the City of Lakeland, Florida, as presented herein as Exhibit "A", for the provision of consulting services.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. The City Council of the City of Doral hereby waives the competitive bidding process and adopts the terms of the contract between EMA, Inc. and the City of Lakeland, Florida, as presented herein as Exhibit "A", for the provision of consulting services.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Van Name who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of December, 2009.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”

**AGREEMENT BETWEEN CITY OF DORAL AND EMA, INC.
FOR CONSULTING SERVICES**

On March 7, 2006, the City of Lakeland, Florida ("City") and EMA, Inc. ("Consultant") entered into an Agreement for Consulting Services. This Agreement between the City of Doral and EMA, Inc. is made on this _____ day of _____, 2009, shall be effective as of the 1st day of April, 2009 and incorporates and attaches the City of Lakeland Agreement (Composite Exhibit "1,") including Exhibits "A," "C" and "D," with the following changes:

1. All references to "City" which are contained in the above captioned Agreement shall heretofore mean the City of Doral.

2. Paragraph 1.1, "Term," shall be revised to read as follows:

1.1 This Agreement shall be effective as the date set forth above and shall remain in effect until March 31, 2011, unless sooner terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for a period of one (1) year, but such option to extend may only be utilized two (2) times. In no event shall this Agreement extend beyond March 31, 2013.

3. Paragraph 2.1, "Description of Services," shall be revised to read as follows:

2.1 The City shall make request of Consultant to perform services on a task basis as outlined in the February 29, 2008 Engagement Letter and Exhibits, attached hereto and incorporated herein as Exhibit "2." The City will communicate with Consultant, in writing, as general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, prepare a Statement of Qualifications and Experience of the personnel proposed for the work, and a Not-to-Exceed-Price, firm fixed price (lump sum), or a time and materials estimated price for each line item requested by the City to accomplish the task, and send the proposal to the City. The City will review the proposal and, if the description is mutually acceptable, the parties will enter into a written Task Authorization. The City will issue a Notice to Proceed to the Consultant.

4. Paragraph 4.1, "Schedule," shall be revised to read as follows:

4.1 Consultant shall perform its services in conformance with the mutually agreed upon schedule set forth in the Engagement Letter which is attached hereto separately as Exhibit "3." Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis. Should Consultant fall behind the agree-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule. No extension for completion of services shall be granted to Consultant without City's prior written consent.

(Please refer
to accompanying
agenda documents)

5. Paragraph 5.0 “Methods of Payment for Services and Expenses of Consultant,” shall be revised to read as follows:

5.1 The Consultant’s fee schedule set forth in Exhibit “2” shall be used as the basis for payment for services rendered hereunder. Payment will be made based on the actual work performed and approved by the City Manager. This Fee Schedule shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates and unit prices for materials, testing, etc., set forth in the fee Schedule are firm through September 30, 2010, but are subject to an equitable adjustment on an annual basis that is to be negotiated and in place by September 30 of each following year. Any adjustments to the Fee Schedule must be mutually agreed to by the City and the Consultant. Failure to reach an agreement on fees and cost shall cause this Agreement to terminate.

The remainder of Paragraph 5.0 shall be deleted in its entirety.

6. Paragraph 21.1, “Notice,” shall be revised to have the following address locations:

For Consultant:

Craig Yokopenic
EMA, Inc.
1970 Oakcrest Avenue, #300
St. Paul, MN 55113-2630

For City:

Yvonne Soler-McKinley, City Manager
City of Doral
8300 NW 53 Avenue, #100
Doral, Florida 33166

AND

Jimmy Morales, City Attorney
150 West Flagler Street, Suite 2200
Miami, FL 33130

7. Paragraph 22.1, “Governing Law & Venue,” shall be revised to read as follows:

22.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida without regard to such state’s choice of law provisions that may dictate that the law of another jurisdiction shall prevail. Venue shall for any court proceedings arising under this Agreement shall be in Dade County, Florida, or the United States District Court in and for the Southern District of Florida, Miami-Dade Division.

8. All Other Conditions and Terms: All conditions and terms of the Agreement Between the City of Lakeland and EMA, Inc. executed on March 7, 2006 not specifically

amended herein remain in full force and effect. In the event of any conflict, this Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

EMA, INC.

Signature

Printed Name

CITY OF DORAL, FLORIDA

Juan Carlos Bermudez, Mayor

APPROVED AS TO FORM:

City Attorney

**EXHIBIT D
INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and courts and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefits acts, or other employee benefits acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this Agreement shall apply for the project(s) or time period indicated below. (Check or complete one):

_____ Agreement is applicable to all contracts, purchase orders and other work performed for the City of Doral for the time period of not more than five years.

_____ to _____
(date) (date)

(OR)

_____ Agreement is limited to Requisition, Bid, Contract, or Purchase Order # _____, dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the

insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

ATTEST: _____
Corporate Secretary or Witness

EMA, Inc.

By: _____
Signature of Owner or Officer

Organization Phone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____ of EMA, Inc., he/she is personally known to me or has produced _____ as identification, and did/did not take an oath.

Notary Public

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into as of the 7th day of March, 2006, by and between the CITY OF LAKELAND, FLORIDA, a Florida municipal corporation located at 228 S. Massachusetts Avenue, Lakeland, Florida 33801 (the "City"), and EMA, Inc., a Minnesota corporation, located at 1970 Oakcrest Avenue, Suite 100, St. Paul, MN 55113-2624 (the "Consultant").

WITNESSETH:

WHEREAS, City wishes to obtain software consulting for the MAXIMO Computerized Maintenance Management System; and

WHEREAS, Consultant is qualified by experience to provide such services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

1.1 This Agreement shall be effective as of the date set forth above and shall remain in effect until September 30, 2008, unless sooner terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement for a period of (1) year, but such option to extend may only be utilized two (2) times. In no event shall this Agreement extend beyond September 30, 2010.

1.2 The term of any Task Authorization, as described in Section 2 hereof, shall be as set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

2.0 DESCRIPTION OF SERVICES

2.1 The City shall make request of Consultant to perform services on a task basis. The City will communicate with Consultant, in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, prepare a Statement of Qualifications and Experience of the personnel proposed for the work, and a Not-to-Exceed-Price, firm fixed price (lump sum), or a time and materials estimated price for each line item requested by the City to accomplish the task, and send the proposal to the City. The City will review the proposal and, if the description

RISK MANAGEMENT

MAR 27 2006

FRONT DESK

is mutually acceptable, the parties will enter into a written Task Authorization. The City will issue a Notice to Proceed to the Consultant.

2.2 Upon receipt of the signed Task Authorization and a Notice to Proceed from the City, Consultant shall perform the services set forth in the Task Authorization.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the services at any time by giving written notice to Consultant, at which time Consultant will have 10 days to agree to the changes in the services requested by the City. If such changes increase, decrease, or eliminate any amount of work, City and Consultant will negotiate any change in total cost or schedule modifications, with said cost adjustments being agreed to within 10 days of the Task Authorization change orders' approval. If City approves any change, the Task Authorization will be modified to reflect the changes. All change orders shall be authorized in writing by City's designated representative.

3.2 All of City's said Task Authorizations, Change Orders, and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform its services in conformance with the mutually agreed upon schedule set forth in the negotiated Task Authorization. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis. Should Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule. No extension for completion of services shall be granted to Consultant without City's prior written consent.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 The Consultant's fee schedule (the "Fee Schedule") as set forth in Exhibit A shall be used as the basis for payment for services rendered hereunder. This Fee Schedule shall include wages, salaries, taxes, insurance, overhead and profit. The hourly salary rates and unit prices for materials, testing, etc., set forth in the Fee Schedule are firm through September 30, 2006, but are subject to an equitable adjustment on an annual basis that is to be negotiated and in place by September 30 of each following year. Any adjustments to the Fee Schedule

must be mutually agreed to by the City and the Consultant. Failure to reach an agreement on fees and cost shall cause this Agreement to terminate.

5.2 The "Consultant Expense Reimbursement Policy" set forth in Exhibit B shall be used as the basis for payment for actual costs of all reimbursable expenses incurred in connection with the services rendered by the Consultant or Consultant's independent professional associates or sub-consultants. Reimbursable expenses shall include, without limitation: telephone, printing, subsistence, automobile and travel expenses which are incurred in connection with the Task Authorization. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

5.3 The "Deliverables" are defined as reports, findings, specifications, software enhancements, or patches, or anything else that is the end product of Task Authorization performed by the Consultant for the City. The Consultant shall, within such time constraints as may be set forth in the Task Authorization, submit to the City the deliverables identified in the Task Authorization.

5.4 The City agrees to pay or compensate the Consultant for the Professional Services properly performed on each Task Authorization in accordance with one of the following methods, unless otherwise provided herein or in the Task Authorization: (a) not to exceed cost based upon the rates set forth in the Fee Schedule (unless stated otherwise in the Task Authorization, not to exceed prices shall include expenses); (b) lump sum cost based upon the Fee Schedule; or (c) for actual time spent and expenses incurred based upon the rates set forth in the Fee Schedule.

5.5 The City shall pay the Consultant as follows: (a) for services and expenses of independent professional associates, consultants and/or subcontractors employed by the Consultant, the amount invoiced to the Consultant times a factor of 1.0 for invoices to the City; and (b) for expert witnesses, on an hourly basis for any litigation, arbitration or other legal or administrative proceeding and for time spent in preparation for such litigation.

5.6 (Except in the instance of a lump sum Task Authorization) At monthly intervals, unless specified otherwise in the Task Authorization, the Consultant shall submit invoices for services rendered and expenses incurred. Invoices must show the purchase order number on the front page, a breakdown of the number of hours worked by each person charging time to the Task Authorization, together with their hourly salary cost, and any reimbursable expenses. Consultant shall also provide a report showing the actual progress of the consulting work completed compared to that required to complete the Task Authorization. A separate invoice must be submitted for each individual Task Authorization.

5.7 Payments due Consultant under this Agreement shall be made by check and mailed to the address or Post Office Box identified in the remittance instructions on the Consultant's most recent invoice. The Remittance Advice document shall be mailed with the check to the identified address or Post Office Box.

5.8 Records of the Consultant's salary costs and reimbursable expenses pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to the City for audit upon request by the City. Copies will be made available to the City on request prior to final payment for the Consultant's services.

6.0 RIGHT TO INSPECTION

6.1 City shall at all times have the right to review or observe the services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings as required, but no more than four (4) per month, during the term of any Task Authorization entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant agrees to comply with City's safety standards while on the property of City.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Consultant shall maintain in force during the term of this Agreement, at its own expense, insurance in accordance with Exhibit C which is hereby made a part of this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of this Agreement.

12.0 WARRANTIES

12.1 Consultant warrants that the services provided hereunder: shall conform to all requirements of this Agreement; shall be consistent with recognized and sound practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the services rendered.

12.2 Consultant warrants that the personnel furnishing such services shall be fully qualified and competent to perform the services assigned to them and that such guidance given by, and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

12.3 Subject to the provisions of this Section, should Consultant breach the warranties set forth herein, City shall have such remedies as may be provided at law or equity. Without limiting the generality of the foregoing, if prior to the expiration of one (1) year from the date Consultant completes its services under any Task Authorization entered into hereunder, Consultant's services are noncomplying, defective, or otherwise improperly performed and City notifies Consultant in writing that a defect, error, omission or noncompliance has been discovered in Consultant's services, Consultant shall, at the option of City: (a) correctly re-perform such noncomplying, defective, or otherwise improperly performed services at no additional cost to City; (b) refund the amount paid by City attributable to such noncomplying, defective, or otherwise improperly performed services; or (c) if Consultant fails to take action under (a) above, at Consultant's sole expense, otherwise cure or have cured any such noncomplying, defective, or otherwise improperly performed services.

13.0 INTELLECTUAL PROPERTY

13.1 Consultant guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including

court costs and attorneys fees, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

13.2 Nothing in this Agreement shall be construed as restraining either party in the use of the techniques and skills of computer programming and design which may be utilized or acquired in the course of performance of this Agreement. The parties agree that any software, codes or modules which are custom development for the City shall be the property of the City, for its exclusive use and possession and shall not be used, licensed or resold by the Consultant without the express written consent of the City. The Source Code for any such customization shall be provided by the Consultant to the City.

14.0 INDEMNIFICATION

14.1 Contemporaneously herewith, Consultant shall execute an Indemnification Agreement in the form attached hereto as Exhibit D.

15.0 DOCUMENTS

15.1 Upon City's or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, Consultant shall provide City or its designated Project Leader with a copy of all documents prepared by Consultant under this Agreement or any Task Authorization hereunder.

15.2 The parties acknowledge that the City is a Florida municipal corporation and subject to the Florida Public Records Law.

16.0 ASSIGNMENT and SUBCONTRACTING

16.1 Consultant shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or any moneys due or to become due hereunder without the prior written consent of City.

16.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

16.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

16.4 If any part of this Agreement is subcontracted by Consultant, prior to commencement of any work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City's Risk Manager.

17.0 INDEPENDENT CONTRACTOR

17.1 At all times during the term of this Agreement, Consultant shall be considered an Independent Contractor.

18.0 DEFAULT

18.1 Each of the following shall constitute a default under this Agreement: (a) Consultant is adjudged to be bankrupt; (b) Consultant makes a general assignment for the benefit of its creditors; or (c) Consultant fails to comply with any of the terms, conditions or provisions of this Agreement. If, during the term of this Agreement, Consultant shall be in default of this Agreement, City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however that no suspension shall be effective unless and until City gives written notice of default to Consultant with at least (10) days to cure such default. If Consultant fails to correct such delinquency or default, City may terminate this Agreement and pursue such remedies as may be available at law or in equity. Consultant shall be paid compensation for services satisfactorily performed and completed as of the date of termination. City shall not be liable for partially completed Work.

18.2 In addition to other remedies available under this Agreement, the City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Consultant any sums or amounts which the Consultant may owe to the City pursuant to provisions of this Agreement, or otherwise.

19.0 TERMINATION FOR CONVENIENCE

19.1 City may, by giving ten (10) days prior written notice to the Consultant, terminate this Agreement in whole or in part, at any time, with or without cause. Upon receipt of such notice, the Consultant shall immediately discontinue all services affected (unless the notice directs otherwise). Upon termination of this Agreement for convenience, the Consultant shall be paid its compensation for services satisfactorily performed as of the date of termination. The City shall not be obligated to pay for any services performed by the Consultant after notice of termination has been given. The rights and remedies of the City provided in Sections 18 and 19 are in addition to any other rights and remedies provided by law or under this Agreement.

20.0 FORCE MAJEURE

20.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

21.0 NOTICE

21.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For Consultant:

Amy Tatum
EMA, Inc
2180 West SR 434, Suite 6100
Longwood, FL 32779

For City: Tracy Kirkpatrick
City of Lakeland
501 E. Lemon Street
Lakeland, FL 33801

22.0 GOVERNING LAW & VENUE

22.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida without regard to such state's choice of law provisions that may dictate that the law of another jurisdiction shall prevail. Venue shall for any court proceedings arising under this Agreement shall be in Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa, Division.

23.0 HEADINGS

23.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

24.0 SEVERABILITY

24.1 In the event any portion or part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

25.0 WAIVER AND ELECTION OF REMEDIES

25.1 Waiver by either party of any term, condition, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

25.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

26.0 THIRD PARTY RIGHTS

26.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

27.0 PROHIBITION AGAINST CONTINGENT FEES

27.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

28.0 LIMITATION OF LIABILITY

28.1 Neither party shall be liable to the other party for any indirect, special or consequential damages or lost profits, arising out of or related to any Task Authorization under this Agreement.

29.0 SUSPENSION OR CANCELLATION OF WORK

29.1 The City reserves the right to suspend or cancel any portion of any Task Authorization.

30.0 ENTIRE AGREEMENT

30.1 This Agreement, including the Schedules, Attachments, Appendix's and Exhibits attached hereto, constitutes the entire agreement between City and Consultant with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CONSULTANT:

City of Lakeland, Florida

EMA, Inc.

by:

Ralph L. Fletcher
Ralph L. Fletcher, Mayor

by:

Mark A. Waronker
Mark A. Waronker, Vice President

its: _____

Attest:

Kelly S. Koods
Kelly S. Koods, City Clerk

Attest:

Patricia Murphy

Approved as to form and correctness:

Timothy J. McCausland
Timothy J. McCausland, City Attorney

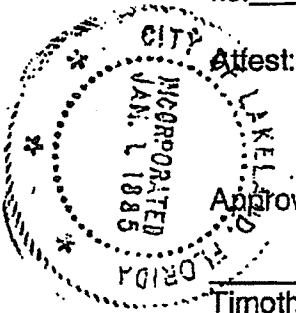


Exhibit A
Fee Schedule

Vice President/Engagement Manager	\$225
Principal Consultant, Sr. Project Manager, QA, Management Consultant	\$195
Project Manager, Sr. Consultant, Principal Consultant	\$175
Application Specialist, Sr. Systems Analyst, Network Services, DBA	\$160
Systems Analyst, Sr. Programmer	\$135
Programming Services	\$125
Consultant I, Training Support	\$110
Support Specialist/Documentation Specialist	\$80

Exhibit B
CONSULTANT EXPENSE REIMBURSEMENT POLICY

All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City. Said reimbursable expenses shall be passed through at a cost factor of 1.0.

Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.)

Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:

- Car Rental – Limited to mid-size vehicles or smaller;
- Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling;
- Use of private automobiles for project related travel shall be reimbursed at the Internal Revenue Service's standard mileage rate for business miles driven then in effect;
- Local hotel accommodations will be reimbursed at a not-to-exceed rate of \$90.00 per night plus sales tax. All incidentals related to the hotel stay will not be reimbursed;
- No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment;
- No reimbursement will be provided for personal expenses of any nature;
- Meal expenses will be reimbursed at \$31.00 per day, a maximum of a 15% gratuity will be allowed; and
- When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation. All Consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the Consultant on issues related to reimbursable costs or back-up documentation. It will be the

responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers Office for variances to the policy. Prior to payment of invoices, the following will be required:

- Verification that invoice references the correct professional service contract;
- Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed;
- Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost;
- All reimbursable expenses must be submitted with receipts documenting expenses; and
- Verify all expense calculations are correct.

Variance Approval. All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.

Exhibit C
INSURANCE REQUIREMENTS

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for worker's compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as an additional insured to the extent of the City's interests arising from this agreement, contract, or lease.

INSURANCE – BASIC COVERAGES REQUIRED

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations"** coverage.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
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Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$300,000 Single limit each occurrence
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Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Professional Liability/Malpractice/Errors or Omissions Insurance: The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

**Exhibit D
INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five years.

(OR)

March 7, 2006 to September 30, 2010
(Date) (Date)

(OR)

_____ Agreement is limited to Requisition, Bid, Contract, or Purchase Order # _____, dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

ATTEST: Patricia Murphy
Corporate Secretary or Witness

EMA, Inc.
Name of Organization

BY: [Signature]
Signature of Owner or Officer

215-942-7510
Organization Phone Number

STATE OF: Pennsylvania
COUNTY OF: BUCKS

The foregoing instrument was acknowledged before me this 7th day of March, 2006 by Mark A. Wherhan, of EMA.
He/She is personally known to me or has produced Identification as identification, and did / did not _____ take an oath.

[Signature]
Notary Signature
Debra S. Annock
Printed Name

(Seal)

Contractor's Indemnification accepted by: [Signature]
Karen Lukhaub, Director of Risk Management

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Debra S. Annock, Notary Public
Bensalem Twp., Bucks County
My Commission Expires July 28, 2008
Member, Pennsylvania Association Of Notaries



EMA, Inc.
1970 Oakcrest Avenue, Suite 300
St. Paul, MN 55113-2624

phone: 651.639.5600
fax: 651.639.5730
www.ema-inc.com

February 29, 2008

Sergio Purriños
City Manager
City of Doral
8300 NW 53rd Street, Suite 202
Doral, Florida 33166

RE: City of Doral Dashboard Project

Dear Sergio,

EMA, Inc. is pleased to submit our revised proposal for the *Design, Development, and Implementation of the City of Doral Dashboard*.

At the City Council meeting in January 2008 the Mayor and Council authorized EMA to spend \$35,000 to conduct a detailed analysis of the proposed project and the current technology environment within the City of Doral. This analysis was conducted to refine the scope of work and provide a more precise cost estimate to develop the City Dashboard. The activities performed as part of this analysis included participation in the Mayor and Council Retreat, interviews with City Department Directors and the City Manager, and an analysis of the current technology environment.

A detailed report from the technology analysis is included at the end of this document. This report focuses on the cyber security issues the City is facing now and in the future. The technology analysis did not eliminate the need to perform the tasks from the original proposal associated with development of the information technology roadmap. The analysis did however allow us to refine the estimate for the associated hardware and software. Our analysis indicates that this project should be used as a springboard to consolidate and improve parts of the City's technology infrastructure (e.g., potential server consolidation and virtualization, and improved integration of existing and planned systems). Although this resulted in an increase in the cost estimate for hardware this is the most fiscally responsible approach since it will result in the lowest overall cost to the City for computer hardware. Detailed specifications for technology will be developed in the technology planning tasks outlined in the attached proposal.

Our interviews with staff and participation in the retreat provided additional information that allowed us to revise our cost estimate down for the services provided by EMA. It did not result in an elimination of any tasks. A detailed scope of work with task and subtask descriptions is included along with a detailed project schedule. The project schedule indicates a completion date of September 26, 2008. We understand that City staff operate in a dynamic environment and need to respond quickly to unforeseen events. This may affect their ability to provide information and attend various workshops and meetings.

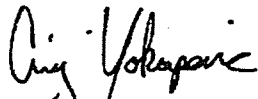
Sergio Purriños
February 29, 2008
Page 2

If this affects the schedule, we expect the impact will be minimal and the Dashboard will be functional by September 26, 2008. If any delays occur, it will not affect our proposed not-to-exceed cost. The scope of work also includes the project deliverables and the expected benefits for the City. During the project, EMA will keep track of any additional items (hardware, software, practice, or organization changes) that are identified by City staff or EMA that will improve the Dashboard, further the Mayor and Council initiatives, or improve City Operations. These will be provided to City Project Manager including any budget estimates available.

Finally, our work with Osterholt Consulting, Inc. at the retreat and the City Manager has clarified that there is no overlap between the work performed by Osterholt and EMA. Osterholt Consulting's work is with the Mayor, Council, and Departments to define the goals and objectives of the Mayor and Council. EMA's work is to develop the measures needed to support the initiatives defined by the Departments to meet the Mayor and Council objectives and the day-to-day operations including performance-based budgeting activities. EMA will also be providing the Dashboard and technology tools to support the performance measures.

EMA is committed to providing value for our clients. We would very much like the opportunity to work with you on this important project.

Best regards,



Craig Yekopenic
Executive Vice President
EMA, Inc.

Attachments: Scope of Work, Detailed Project Schedule, Initial Network Security and Infrastructure Assessment Report

CITY OF DORAL

PROJECT SCOPE OF WORK

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TASK 1 & 2A – REQUIREMENTS DEFINITION FOR PRACTICES, DASHBOARD, AND IT ROADMAP

Desk Audit

In preparation for the interviews with employees, EMA will conduct a desk audit of current technology business elements and high-level drivers. Prior to the first meeting, EMA will request, collect, and review the following information as part of the desk audit:

- Current technology plan if available
- Most recent annual report
- Budgets for key departments
- Capital improvements plan
- Performance measures
- Policies and procedures manuals
- City mission and vision statements
- Network and communication systems descriptions (LAN/WAN)
- List of existing off-the-shelf software products, enterprise-wide applications, and custom developed applications
- Current job descriptions
- Organization charts

Employee Interviews

EMA will conduct interviews with employees to review organizational functions, evaluate current practices and past technology performance, identify any historical roadblocks for improving performance, and establish current needs and objectives.

Business Objectives Workshop

We will prepare and conduct an on-site business objectives workshop with the City project team. The business objectives workshop goals include:

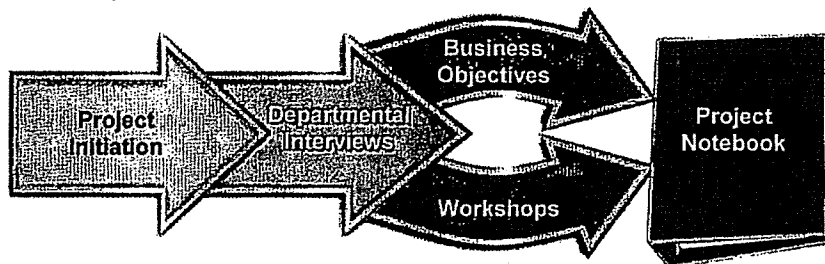
- Review and discuss Mayor and Council objectives and strategic initiatives
- Review and discuss current Departmental operational objectives
- Review and discuss current technology
- Review and discuss your City mission and strategic objectives

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- Assess current state of technology
 - Define expected results from future technology investments and process improvements and how these support your business objectives
 - Review project success criteria (critical success factors)
 - Review work plan milestones and schedules

The interviews with employees and the business objectives workshop will help to provide a shared vision for the project team.

Deliverables

EMA will prepare a project notebook. The project notebook will include a copy of the finalized scope of work, the project schedule, communications procedures, and contact information for all project participants. It will also include concise findings of the business objectives workshop.



Project Work Flow and Deliverables

Assessment Activities

EMA will participate in the Leadership Retreat scheduled for January 17th through January 20th. During the Retreat we will provide input into the information collected to date that documents current operations of the various Departments and the performance measures they are currently using. We will work with Retreat participants to define specific measures they will need to see within the Dashboard in support of specific Mayor and City Council initiatives.

In a workshop setting, following the Retreat, we will work with the City Departments to assess the current operations and identify what practices, procedures, technology applications, and other data is working well and where opportunities for improvement exist. We will provide feedback on what measures were defined at the Retreat.

Deliverables

A summary of the results from this task will be presented to the project team for review and comment.

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Improvement and Recommendations Activities

Areas for improvement and potential benefits (e.g., support of Mayor and Council initiatives, cost savings, improved quality, and better service) must be defined so that the performance measurement system (Dashboard) serves a purpose. Improvement areas and benefits will be defined by the strategic initiatives and the assessment activities outlined above.

EMA will conduct workshops with City staff to identify recommendations for improvement and the data needed to support the City-wide initiatives developed by the Mayor and Council.

Deliverables

A summary of the results from this task will be presented to the project team for review and comment.

Performance Measurement Development

After reviewing the City business processes we will develop a balanced set of measures. The initial measures will address the areas identified for improvement and measures needed to rollup to the City Dashboard. We will work with the Departments to prioritize measures and fold them into the overall framework. Additionally we will develop a plan to communicate the measures and how they will focus operational activities on meeting City goals and objectives.

EMA will review proposed measures with management to assure buy-in and consensus that the measures are focused on meeting City objectives.

As part of the development activity we will work with the Departments to set a target for each performance measure and identify who has responsibility for performance.

Deliverables

A summary of the results from this task will be presented to the project team for review and comment.

Improvement and Performance Measurement Implementation

We will work with City staff to put in place the necessary organizational and practice changes, data collection steps, recording steps, manipulation of data, and presentation of measurement results. Several of the systems Doral is currently using will provide the data required as part of this step. Additional systems may be needed to support ongoing improvements and/or support of the Dashboard, these systems will be identified in the IT Roadmap.

Regular use of the system means users take action based on the measures and periodically re-set the targets to new levels of performance. This step, more than any other, ensures the

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long-term success of the performance measurement system. We will work with Department staff to develop standard practices to assure this occurs on a regular basis

Deliverables

A summary of the results from this task will be presented to the project team for review and comment.

TASK 2B – TECHNOLOGY ASSET ASSESSMENT

EMA will work with the City to conduct an IT asset assessment to catalog hardware, software, and related IT infrastructure (network) components. We will also document asset integration points between the Departments and other groups as appropriate. This assessment will enable EMA to determine whether the overall IT environment is deployed and equipped in accordance with industry leading practices. It will also identify out of date IT assets, duplicate assets, and/or assets that are misapplied, either in form or function.

Material furnished for the desk audit (a component of the task above) will be used in this task. In addition, we will perform an asset inventory review. We will provide you a list of asset types and related data to complete. We will review and analyze the compiled inventory list, and provide feedback. During this task, information will be gathered on practices and governance in support of the following tasks. We generally organize the asset inventory into the following categories:

- Primary Custom and Commercial Off-The-Shelf (COTS) Applications
- Database Management Systems
- Office Automation Applications
- Multi-User Package Applications
- Personal Computers
- Servers

Deliverables

A summary of the results from this task will be presented to the project team for review and comment. Following the review, the results will be finalized and incorporated into the draft and final IT Roadmap.

TASK 2C – TECHNOLOGY ORGANIZATION & GOVERNANCE ASSESSMENT

Effective technology services delivery is heavily dependent on an organizational structure that reflects the City's business objectives. In addition to structure, documented and optimized governance procedures must be practiced. Technology support governance is the set of procedures and business rules used to determine your technology strategy, ensure IT support delivers value, mitigate technology risks, and finally, measure IT support performance. In general, the organization design and staffing levels and skills must be available to define, manage, and support the following:

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- Service levels (performance, capacity, continuous service, problem resolution, security, upgrades and modifications, etc.)
 - Third party contracts and activities
 - IT budgeting and planning
 - End user training
 - Administrative procedures (backup and recovery, disaster recovery, facilities maintenance, etc.)
 - System and process performance monitoring

As a result of the interviews conducted and information collected, EMA will define the need for and principles of information technology (IT) governance. EMA will review the current information technology support organization chart to prepare for discussions at the governance workshop.

We will distribute and coordinate completion of our IT governance assessment survey with your managers, users, and IT staff. Survey results will be compiled for use in the IT governance workshop.

The City's project team and selected staff will participate in the IT governance workshop. We will present a presentation-based governance primer establishing the key elements in IT governance and explaining their significance. The survey results will be reviewed with the participants. EMA will discuss and document key governance issues such as:

- IT strategic alignment and IT organization definition and relationships
- IT value delivery
- IT performance measurement
- IT risk management

EMA will compile the results into an IT organization and governance technical memorandum. This memorandum will include the current situation and present recommendations for organizational structure and governance procedures, and staffing and training requirements based on the results of the governance survey and workshop activities. The draft memorandum will be submitted for review. A meeting will be held with the project team to discuss the findings and identify the need for additions or revisions. The results will be used to guide the discussion and analysis. Following the review, the results will be finalized and incorporated into the draft and final IT Roadmap.

Deliverables

A summary of the results from this task will be presented to the project team for review and comment. Following the review, the results will be finalized and incorporated into the draft and final IT Roadmap.

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TASK 2D – TECHNOLOGY PRACTICES ASSESSMENT

Delivery of technology services in any organization universally divides into a series of practices made up of business rules, customs, business patterns, and decision-making criteria. We will document these practices and assess their practice maturity as a preliminary step in creating recommendations and deliverables later in the project.

We will work with your project team to identify staff that will be invited to practices assessment survey workshop. This will be a cross-functional group representing each of the Departments within the City.

The workshop will consist of a series of interactive presentations introducing and explaining EMA's practice assessment process. We will complete the assessment during the workshops, using a consensus, collaborative approach.

After the workshop is completed, EMA will tabulate and analyze the responses. We will use our analysis process to compare your practice levels with industry benchmarks.

Deliverables

We will compile the results of the completed technology practice assessment survey and analysis. A summary of the results will be presented to the project team for review and comment. Following the review, the analysis and leading practices benchmarking results will be incorporated into the IT Roadmap.

TASK 2E – INFORMATION TECHNOLOGY ROADMAP

The purpose of this task is to develop and deliver the draft and final IT Roadmap.

We will prepare a detailed Roadmap based on EMA's findings, assessments, and in-depth analysis of the City's technology and business needs. Constraints identified during the project will be applied to assure that the Roadmap can be implemented. The Roadmap will provide recommendations for paving the way to implement leading technology practices. The plan will show how the recommended improvements are in alignment with the City's technology and business objectives, as well as today's leading technology best practices. The Roadmap will present practical recommendations with specific steps and strategies for systems integration, migration, new technology application, technology practices, improvements, and governance.

A draft Roadmap will be delivered for project team review. The draft Roadmap will contain the recommendations, their benefits, and implementation requirements, costs, and schedule. The recommendations and initiatives will neither be finalized, nor prioritized in the draft Roadmap.

EMA will conduct a workshop to present the recommendations for discussion and comment. The joint team will prioritize the recommendations and initiatives at this workshop. Additional revisions will be discussed and decided upon.

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Following the workshop, EMA will finalize the Roadmap and submit it as the closing deliverable.

EMA will prepare a one-hour presentation and will assist your team in presenting the findings and recommendations of the Roadmap as required.

Deliverables

EMA will prepare a draft IT Roadmap, a workshop presentation and related materials, the final IT Roadmap, and an overview presentation.

TASK 3 – PERFORMANCE MEASUREMENT DASHBOARD DEVELOPMENT

The purpose of this task is to develop and deliver the Doral City Dashboard. The Dashboard will include the performance measure developed in previous tasks for both Mayor and Council and the various City Departments. The measures will support both City wide initiatives as well as daily operations. We will prepare a detailed list of measures to be included in the Dashboard.

EMA will then work with City staff to define the requirements to support the Dashboard. These will include an assessment of the technical requirements, documentation of the format and appearance of the reports and data including calculations needed to support rolled up measures. Requirements will also be defined for data entry screens.

After the measures are agreed to EMA will work with City staff to identify the specific data elements needed to report on each performance measures. These points will be configured into the Dashboard along with any required calculations. We will also configure any available application integrations to avoid duplicate data entry.

While developing the IT Roadmap we will provide specific recommendations for hardware and software that needs to be purchased to support the Dashboard. We will assist City IT staff with the setup of hardware and loading of software.

EMA will then work with City staff to create and configure data entry screens, reports, and Dashboard screens to support the identified performance measures. It is important that City staff participate in this step so that EMA can transfer our knowledge of the system to City staff. This will insure that City staff are self sufficient when working with the Dashboard in the future.

EMA will develop and execute an application acceptance and test plan. Additionally, EMA will develop and deliver documentation of the system and provide end user and system administration training to City staff.



Deliverables

Operational City Dashboard

ID	Task Name	Duration	EMA Cost including expenses	Hardware / Software / Implementation	March 1 2/24	April 1 3/23	May 1 4/20	June 1 5/18	July 1 6/29	August 1 7/27	September 1 8/24	
1	Project Management	142 days	\$14,750.00	\$30,750.00	[Gantt bar]							
2	Project Management	142 days	\$74,750.00	\$0.00	[Gantt bar]							
3	TASK 1 - Practices & Training Dashboard Roadmap	142 days	\$320,760.00	\$0.00	[Gantt bar]							
4	Desk Audit / Data Collection	25 days	\$20,300.00	\$0.00	[Gantt bar]							
5	Department Meeting(s)	45 days	\$44,340.00	\$0.00	[Gantt bar]							
6	City Council Retreat - COMPLETED	5 days	\$0.00	\$0.00	[Gantt bar]							
7	Current Operations Assessment Workshops	55 days	\$54,700.00	\$0.00	[Gantt bar]							
8	Recommendations Workshops	60 days	\$55,900.00	\$0.00	[Gantt bar]							
9	Performance Measures Workshops	80 days	\$78,420.00	\$0.00	[Gantt bar]							
10	Implement Improvements and Performance Measures	70 days	\$67,100.00	\$0.00	[Gantt bar]							
11	TASK 2 - IT Roadmap	62 days	\$67,655.00	\$0.00	[Gantt bar]							
12	TASK 2A - Roadmap Requirements Definition	22 days	\$21,325.00	\$0.00	[Gantt bar]							
13	Desk Audit	5 days	\$2,975.00	\$0.00	[Gantt bar]							
14	Staff Interviews	15 days	\$9,175.00	\$0.00	[Gantt bar]							
15	Business Objectives Workshop	20 days	\$8,175.00	\$0.00	[Gantt bar]							
16	TASK 2B - Technology Asset Assessment	18 days	\$8,160.00	\$0.00	[Gantt bar]							
17	Technology Inventory Review (applications, communication, infrastructure)	8 days	\$2,975.00	\$0.00	[Gantt bar]							
18	Assess Systems Integration	8 days	\$1,575.00	\$0.00	[Gantt bar]							
19	Draft Report	10 days	\$1,400.00	\$0.00	[Gantt bar]							
20	Report Review Meeting	5 days	\$2,200.00	\$0.00	[Gantt bar]							
21	TASK 2C - Technology Organization & Governance Assessment	21 days	\$12,950.00	\$0.00	[Gantt bar]							
22	Review Current Support Organization, Including third parties	5 days	\$2,975.00	\$0.00	[Gantt bar]							
23	Define IT Governance Needs and Principles (Workshop)	10 days	\$3,575.00	\$0.00	[Gantt bar]							
24	IT Organization and Governance Technical Memorandum	5 days	\$1,400.00	\$0.00	[Gantt bar]							
25	Memorandum Review Meeting	10 days	\$2,900.00	\$0.00	[Gantt bar]							
26	Draft Report Update	5 days	\$2,100.00	\$0.00	[Gantt bar]							
27	TASK 2D - Technology Practices Assessment	19 days	\$10,750.00	\$0.00	[Gantt bar]							
28	Practices Assessment	10 days	\$4,975.00	\$0.00	[Gantt bar]							
29	IT Staff Skills Assessment	8 days	\$2,975.00	\$0.00	[Gantt bar]							
30	Assessment Review Meeting	5 days	\$1,400.00	\$0.00	[Gantt bar]							
31	Draft Report Update	5 days	\$1,400.00	\$0.00	[Gantt bar]							
32	TASK 2E - Information Technology Roadmap	23 days	\$14,480.00	\$0.00	[Gantt bar]							
33	Detailed Draft Report Development	10 days	\$4,375.00	\$0.00	[Gantt bar]							
34	Draft Report Review	5 days	\$4,475.00	\$0.00	[Gantt bar]							
35	IT Roadmap Finalization	10 days	\$5,630.00	\$0.00	[Gantt bar]							
36	TASK 3 - Performance Measurement Dashboard Development	125 days	\$36,000.00	\$593,020.00	[Gantt bar]							
37	Develop Leadership Performance Measures	30 days	\$0.00	\$69,480.00	[Gantt bar]							
38	Develop Department Performance Measures	30 days	\$0.00	\$48,280.00	[Gantt bar]							
39	Develop Requirements for Dashboard	45 days	\$0.00	\$38,480.00	[Gantt bar]							
40	Define Data Preparation	45 days	\$38,080.00	\$0.00	[Gantt bar]							
41	Define Technical Environment	45 days	\$36,000.00	\$250,000.00	[Gantt bar]							
42	Reports & Data Entry Screen Development	25 days	\$0.00	\$33,340.00	[Gantt bar]							
43	Acceptance Testing	15 days	\$0.00	\$21,840.00	[Gantt bar]							
44	Develop Documentation	25 days	\$0.00	\$31,760.00	[Gantt bar]							
45	Conduct End-User Training	25 days	\$0.00	\$61,760.00	[Gantt bar]							
46	Project Total	142 days	\$495,165.00	\$623,770.00	[Gantt bar]							

Project: City of Doral_updated 030508
Date: Wed 3/5/08

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Page 1



CITY OF DORAL

**INITIAL NETWORK SECURITY AND
INFRASTRUCTURE ASSESSMENT**

DRAFT

February 29, 2008



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SECTION 2: Findings

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1

INTRODUCTION

OVERVIEW

This report summarizes EMA's initial findings and recommendations for improvements to the City of Doral's network infrastructure based on a high-level initial assessment conducted from January 15-17, 2008. This report consists of the following three Sections:

1. Findings: Observations based on interviews, physical review and network scanning from internal and external locations.
2. Recommendations: Summary recommendations, presented as Quick Win, Short Term and Long Term recommendations, based on level of effort, expense and complexity.
3. Reports: Output of network assessment tools used during this review.

SCOPE

Due to the abbreviated nature of this assessment, these findings should be considered preliminary. This assessment does not constitute a detailed assessment of specific systems, but rather provides an overview of the current state of security within the network, indicating areas warranting further investigation.

The primary purpose of this assessment is to provide the City of Doral with a series of recommendations that can be used to implement immediate improvements to the overall security of the network, and guide the future planning, acquisition and deployment of network and server infrastructure.

TOOLS AND METHODS

This assessment is based on an understanding of the City of Doral's networks based on a series of interviews, documentation review and active network scanning. The following software tools were used during this assessment:

- Foundstone (now McAfee) SuperScan 4: TCP/UDP Port Scanner (Windows).
- Nmap: High performance TCP/UDP Port Scanner (Windows and Linux).
- Nessus: Vulnerability scanner. (Windows and Linux).
- Excerpts of the reports generated by these tools may be found in Appendix A of this document.

CURRENT SITUATION**LAN and WAN**

- The City of Doral has begun initial deployment of a network infrastructure based on Cisco 3750 Layer 3 switches located in several locations, and interconnected by carrier-provided Metro Ethernet circuits. Users of this network include City employees in a variety of departments, as well as a large population of law enforcement personnel. Future growth will support a larger City and law enforcement user population, including numerous sensitive functions.
- At present, no formalized network documentation exists.
- A structured cabling system has not been implemented. Numerous consumer-grade switches are provided to accommodate multiple devices at user workspaces.
- The City is currently relying on consumer-grade network switches to accommodate rapid user population and network device growth. While these devices provide a quick and inexpensive means of alleviating a network port shortage, they present a number of problems for structured network growth:
 - They are unmanaged, and as such, cannot be monitored for utilization or problem trends, making problem isolation and diagnosis far more difficult, particularly as the network grows to a larger size.
 - They do not support the use of Quality of Service (QoS), potentially contributing to VoIP performance concerns.
 - They do not support the use of VLANs or security features essential to partition the network into security zones. This will be a particular problem as the City grows, and users from differing departments begin to share office space.
- The network within each facility consists of one or more flat layer 2 networks corresponding to an IP subnet. No partitioning has been provided within each subnet, nor have any access controls been implemented between networks. Users within any area have essentially unrestricted access to other departments.
- The City will be migrating to new facilities in the future. The Police Department will be moving to a new 911 Center.

Voice Over IP (VOIP) Planning

- The City has begun deployment of VoIP infrastructure using a new Avaya system. At present, this traffic is planned to run on the existing network infrastructure.

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Internet Access from City Networks (Outbound Traffic)

- Internet access is currently supported via a leased DSL circuit, but will be migrating to Metro-E services provided by Bell South.
- Internal users can bypass the proxy server. There is no outbound filtering.
- Dual Microsoft Exchange servers are in use.

Internet Access to City Networks (Inbound Traffic)

- A Barracuda content filter functions as the front-end (MX) mail server for the City, providing malware and spam filtering.
- No DMZ network is provided for the Barracuda filtering device. The device resides on the internal network, with no filtering between it and inside networks.

Remote Access

- VPN access allowed in via the PIX firewall at the Internet perimeter.
- Citrix is used to provide remote access to City applications.

Server Infrastructure

- Active Directory is in use. All users currently in Administrators group at present, but plans are in place to change this in the future.
- Group policy is in place, but not restrictive as currently configured.
- Servers have not been hardened, and in some cases, are running software versions with known vulnerabilities (See Appendix A).

Facilities

- The existing server equipment room is not a hardened facility. Access can easily be obtained owing to the drywall and lowered ceiling construction of the facility.
- The Server equipment room has poor AC. New AC is coming.
- UPS power for 15-20 minutes has been provided, with extension units providing 45-60 minutes of capacity.
- Dual power provided to servers.

General

- No formalized Information Security Policy is in place.
- No formalized Disaster Recovery or Contingency Plans are in place.

3

RECOMMENDATIONS

The City of Doral is in the unique situation of building their network infrastructure essentially from scratch. There is presently a window of opportunity open to put in place policies and procedures that will allow future network and user population growth in a structured and easily managed manner. The recommendations that follow are each designated with one of the following categories:

1. **Quick Wins:** Measures that can be immediately, at minimal expenditure of funds and resources.
2. **Short Term:** Measures that should be implemented in the near future to facilitate network growth.
3. **Long Term:** Larger scale measures requiring significant outlay of capital and/or resources.

There are three aspects to security that must be addressed to protect any information asset, be it a network, server, workstation, application or data:

1. **Confidentiality:** Protection of sensitive data from unauthorized disclosure.
2. **Integrity:** Protection of data from inadvertent or malicious corruption or manipulation.
3. **Availability:** Protection of the supporting infrastructure, systems and applications necessary to access data.

Each of the recommendations that follow addresses one or more of these concerns.

PLANNING: INFORMATION SECURITY POLICY AND CONTINGENCY PLANNING

Recommendation 1: Develop Information Security Policy framework. (Short Term recommendation)

Information Security Policy provides the basis on which the implementation of security controls (hardware, software or procedures) should be based. Policies provide direction for the implementation of controls, ensuring that critical assets are adequately protected, while not allocating scarce resources to less critical assets. While the majority of our recommendations, below, address technical

controls, policy addresses the greatest threat to system stability of all: People. They provide clear direction, identifying who is responsible for each system, how they should react under specific circumstances, who they should communicate with, and when.

The figure below illustrates the relationship between policies, and the standards and procedures that they drive:

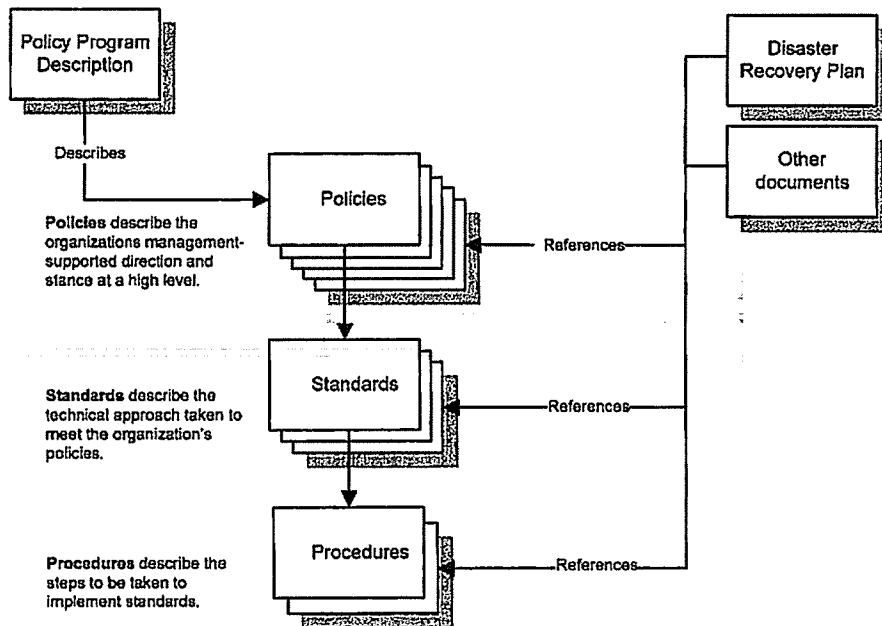


Figure 1 – Policy document relationships

While a comprehensive set of Information Security Policies typically take months to develop, priority can be given to those policies which most relate to the most critical needs.

Recommendation 2: Develop and Conduct Formalized Test Plan for Existing Backup and Recovery Processes. (Quick Win)

A plan should be developed to full test the procedures that are planned for use in full or partial system recovery, both to identify the time that will be required, and to allow staff to gain familiarity with the procedure. This plan should be maintained and executed at least once yearly for every major system.

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Recommendation 3: Develop and implement an IT Contingency and Disaster Recovery Plan for IT systems. (Long Term Recommendation)

NIST Special Publication 800-34, Contingency Planning Guide for Information Technology (IT) Systems provides instructions, recommendations, and considerations for government IT contingency planning. Among these are procedures for developing interim measures to recover or restore IT services following an emergency or system disruption. An IT Contingency and Disaster Recovery (DR) plan focuses on IT assets, and the identification of procedures to be used in restoring vital applications, systems and infrastructure. It identifies specific actions to be executed at specific thresholds throughout an event impacting City assets.

The figure below illustrates the relationship of the planning and execution of an IT Contingency and Disaster Recovery Plan:



Figure 2 – Contingency Planning and Execution

Development of an IT Contingency plan typically entails the following:

- Formulate a Contingency Planning Policy Statement. This statement provides a framework for the development of detailed plans to follow by describing the scope of planning.
- Conduct a Business Impact Analysis (BIA) for each asset, including supporting infrastructure (e.g. backup systems, network), based on outages and losses of varying extremes. Identify the consequences of these outages in monetary, productivity and credibility terms.
- Identify appropriate preventative controls, including backups, off-site facilities, practices and procedures to be used to prevent, detect, mitigate and recover from outages of varying levels.
- Develop plans for backup and redundancy for each asset, including measures to mitigate various levels of outage identified in the BIA. Base these plans on the criticality of the asset to the City.

- Backup and recovery test plans, including testing full system restoration on a recurring basis. Ensure all critical components (e.g. software, hardware, supporting infrastructure) are adequately addressed in contingency plans. (See recommendation 4, above.)
- Actively update and maintain the plan.

Recommendation 4: Develop internal self-assessment skill set (Quick Win recommendation)

The ability to accurately assess the security on one's network provides a higher degree of security assurance. EMA recommends that the City acquire the hardware and software tools required to perform regular assessment of new, and re-assessment of existing systems on at least an annual basis. Skills can be acquired either through formal classroom training, or via an outside party providing assessment services in a "knowledge transfer" manner, showing City staff the steps and techniques used in assessment.

Recommendation 5: Develop formalized network documentation (Quick Win recommendation)

The lack of accurate network documentation presented a number of challenges at the onset of this assessment. These problems will only grow worse as the network grows, and the opportunity to easily capture pertinent configuration information passes. It is strongly recommended that the City develop network documentation that accurately represents:

1. Device configurations
2. IP addressing
3. Network equipment used
4. Network cabling paths
5. Logical and Physical relationships between devices

INFRASTRUCTURE AND FACILITIES

Recommendation 6: Implement hardened data centers and equipment rooms (Long Term recommendation)

The City will become increasingly dependent on ready access to critical systems over time. Damage to the physical server infrastructure by storm, fire or localized

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flooding is among the most likely disaster scenarios. Associated with each of these will be disruptions to power. EMA recommends that City data centers be hardened as follows:

- Secure the equipment locations against entry via false ceilings and drywall construction.
- Provide water-proofing and protection against flooding, including sump pumps with backup power for facilities located below storm surge levels. Ideally, locate data and equipment centers in elevated facilities.
- Provide generators and adequate fuel to allow uninterrupted operation throughout a multi-day disruption of the type commonly associated with hurricanes and large storms. Consider HVAC requirements in planning generator and UPS capacity.
- Provide UPS power via two separate electrical circuits.

Recommendation 7: Implement structured network cabling (Long Term recommendation)

The current reliance on ad-hoc cabling and switch configurations will contribute to significant problems scaling the network to accommodate future growth. A structured approach to system cabling should be used to support scalable and maintainable growth in the future. Such a structured cabling system provides numerous benefits, including:

1. Ease of diagnosis and problem isolation.
2. Ability to plan for and accommodate growth easily.
3. Ability to increase bandwidth between user locations as needed through the use of link aggregation and high-speed ports.

Structured cabling should consist of the following:

1. Standard-length flexible patch cords between equipment and patch panels and/or switches in the wiring closet.
2. Rigid Cat. 6 or fiber (preferred) cabling in vertical or horizontal runs between central (core) equipment locations and distribution wiring closets located near user population areas (e.g. wiring closets on each floor or end of a building). Sufficient cable or fiber runs to support future growth (recommend minimum 12 cable/24 strand).



3. Individual rigid Cat. 6 cable runs from patch panels in wiring closets to individual wall jacks in each area.
4. Standard-length flexible patch cords between equipment and wall jacks in user work areas.
5. All wall jacks, termination panels, and cables should be labeled for ease of identification, particularly when one end of the termination is in a different or difficult to reach physical location.

This hierarchical approach aids in network maintenance and troubleshooting, as well as easing future expansion.

Recommendation 8: Implement enterprise-grade switched network infrastructure (Long Term recommendation)

Enterprise-class network infrastructure (switches, routers and other devices) are recommended that provide the following minimal feature set:

1. Enterprise-class high availability features such as dual redundant power supplies, fed by separate power sources. This will improve network uptimes during power disruptions, and provide redundancy in components that frequently fail.
2. Standards-based network management features, allowing real-time remote monitoring and trending of errors and traffic levels to aid in diagnosis and network growth planning.
3. Port aggregation features allowing multiple ports to be combined to provide a single logical channel between switch infrastructure, allowing scalable growth as City data need increase.
4. Standards-based QoS features, allowing time delay sensitive (e.g. VoIP) and bulk traffic (e.g. file transfer, printing) to be prioritized and guaranteed minimal bandwidth.

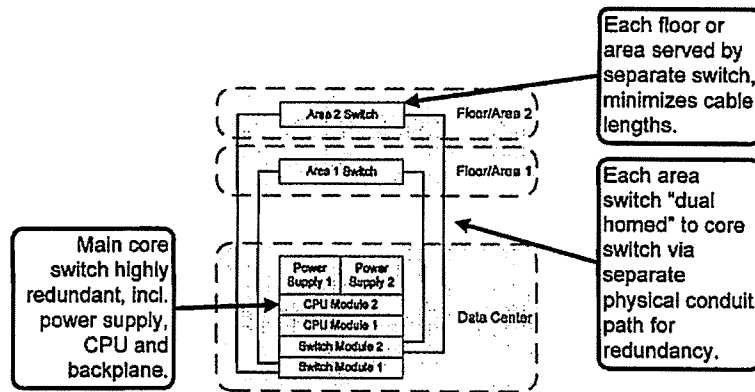


Figure 3 – Structured Switched LAN Infrastructure

These features, combined with the structured wiring recommended above, will provide the City with a means of scaling the network bandwidth incrementally, and providing redundancy within the system to minimize the impact of a cable cut or equipment failure.

Recommendation 9: Plan for enterprise-class VoIP infrastructure (Short Term recommendation)

The City has begun deployment of VoIP infrastructure using a new Avaya system. At present, this traffic is planned to run on the existing network infrastructure. To adequately support the City's future planned VoIP deployments, future equipment should provide support for QoS and traffic prioritization within the network.

Recommendation 10: Implement network partitioning (Long Term recommendation)

The Cisco 3750 switches currently in use are capable of supporting the use of "firewall feature set" capabilities to allow restricting of access between network areas. This is particularly important as the City grows to include Departments of varying levels of public access and sensitivity. City-wide access to sensitive Departments such as Public Safety, Human Resources and Finance should be limited.

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The figure below illustrates how the firewall feature set might be employed on Layer 3 capable switches to provide this functionality through the use of Access Control Lists (ACLs), VLANs and IP subnets:

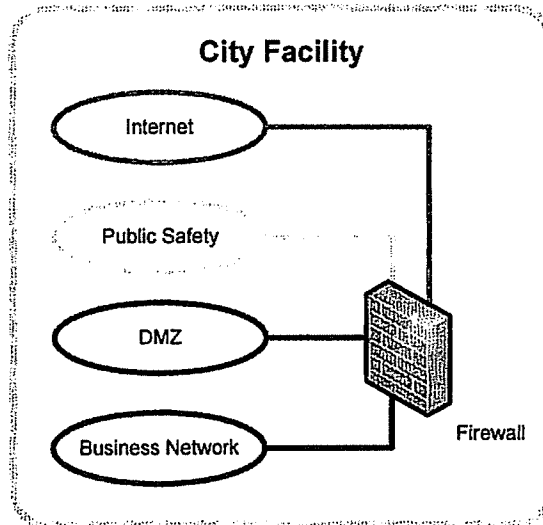


Figure 4 – Network partitioning

Recommendation 11: Implement Network Admissions Control (NAC) (Long Term recommendation)

As the City grows, the network will inevitably expand into a number of public, or readily-accessible work areas which cannot be physically monitored. Access to network ports in these areas raise the threat of unauthorized parties connecting unauthorized hardware (e.g. laptops, handhelds) to the network and gaining access to unauthorized areas. EMA recommends that the City implement Network Admissions Control (NAC), tying network access to Active Directory credentials, such that any device connected without authorization will be restricted to a "public" VLAN with limited access. This, combined with the partitioning recommended above, will limit the access of such devices, and allow the City to more accurately monitor network usage.

NAC can readily be implemented on the City's existing Enterprise-class network switches through the use of 802.1x, combined with integration into Active Directory for authentication.

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Recommendation 12: Implement secure Wireless LAN (WLAN) (Long Term recommendation)

The use of wireless technologies is providing compelling productivity enhancements that make the deployment of WLANs within the workplace a highly-desirable, if not near essential capability. However, WLANs have been plagued with a history of security and implementation flaws.

EMA recommends that the City implements a network infrastructure capable of supporting WLAN usage in a secure manner, based on the use of "Defense In Depth", and overlapping array of controls implemented such that the failure of any one layer will not compromise or bypass the others.

A combination of partitioned networks, firewalls, DMZ networks and access pivot points can be utilized to provide a multi-layered defense to limit WLAN access, as shown in the figure below:

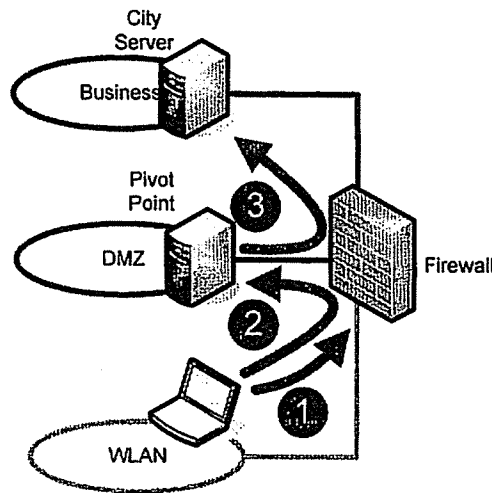


Figure 5 – WLAN access with defense-in-depth

In this example, network access via WLAN would be provided as follows:

1. Users authenticate to the firewall via NAC (user authentication) or VPN integrated with Active Directory for authentication.
2. Once authenticated, users are given restricted access to a DMZ-based Pivot Point server. This server, typically running a web server, Terminal Services, Citrix or similar technologies, runs the public-facing applications. Users on WLAN-connected devices utilize a browser or thin client interface to access these applications. No other traffic is allowed from the

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WLAN into the DMZ, and no traffic is allowed from the WLAN directly into the City networks.

3. Only the minimal required traffic is allowed between the Pivot Server, running the public-facing applications and the City (business) network. All traffic flows are limited and monitored.

Multiple layers of defense should be provided to protect WLAN usage, including data in transit over the WLAN itself:

1. Wireless traffic should be encrypted to protect sensitive data in transit. At the very minimum, this should be accomplished using the features provided by any selected equipment such as WPA2. Protection of sensitive application data should be provided by VPN or other robust encryption method (described below).
2. Access to the wireless network itself should be controlled. At a minimum, equipment should be selected which supports mutual authentication via 802.1x, providing robust authentication of users and wireless access points. By no means should device-based authentication or fixed-key encryption/authentication schemes such as WEP be used, due to vulnerability to device theft or loss.
3. Because of the potential for wireless access to be attempted from outside of the City's facilities, wireless access should be treated as remote – not local – access. Access to the internal network and applications should be controlled and protected through the use of VPN and DMZ technologies. Site-site WLAN links should be protected on an end-to-end basis in addition to any base-level protection provided by the wireless products selected.

Recommendation 13: Develop phased migration strategy for relocating departments (Short Term recommendation)

The City will be relocating numerous departments in the near future. A migration strategy will allow this migration to be undertaken with minimal disruption to City users. The migration strategy should include the following:

1. Use of phased migration, allowing related groups of users (e.g. departments) to be relocated.
2. Use of VLAN trunking between facilities, where possible, to allow user relocation to be a simple manner of physically relocating the user's

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workstation. WAN circuits should support the use of VLAN features between sites.

3. Redundant data centers and clustered servers, allowing migration of individual physical servers while maintaining the operation of essential City services throughout the migration. (Note: Also recommended for Disaster Recovery purposes.)

INTERNET ACCESS

Recommendation 14: Implement and enforce content filtering for outbound Internet access (Short Term recommendation)

At present, users can readily bypass the content filtering provided by the City. Whether done intentionally, through the use of unauthorized software (e.g. peer-to-peer file sharing) or inadvertently, such unrestricted access raises the very real potential for malware (viruses, worms, Trojans and spyware) to be easily slipped into the City network.

Mandatory content filtering is recommended to minimize these risks, allowing all outbound traffic to be inspected for suspicious activity or malware. Content filtering can also be used to enforce Internet usage policies, reducing potential liability to the City caused by the display of inappropriate material within the workplace.

SERVERS AND WORKSTATIONS

Recommendation 15: Complete migration to secure Active Directory services (Short Term recommendation)

The City has implemented Active Directory (AD), but restriction and policies are not presently being enforced. EMA strongly recommends that the City undertake refining AD access and group policies to provide restrictions within the network, and to limit unlimited access to data resources.

EMA further recommend that Group Policy be implemented to restrict that ability of City users to install unauthorized software on City computers.

Recommendation 16: Harden servers (Short Term recommendation)

EMA recommends that the City develop baseline system configurations for servers and desktop workstations, eliminating un-necessary services (i.e.

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Compaq System Manager web interface, Front Page extensions, WebDAV). This will reduce the vulnerability of these systems to network-borne malware attacks such as automated worms or Trojans.

Hardening can also be applied to physical servers to improve system availability through the use of redundant hardware such as power supplies or disk arrays.

Recommendation 17: Implement virtualization technologies to improve server availability (Long Term recommendation)

As the City expands, server virtualization can extend data management, backup and recovery capabilities not present in the native OS or application, including:

- **Incremental Scalability:** Multiple physical servers can be combined to provide a common resource pool, allowing virtualized servers to be transparently moved and resized as application requirements grow. Additional physical servers can be added to the pool transparently.

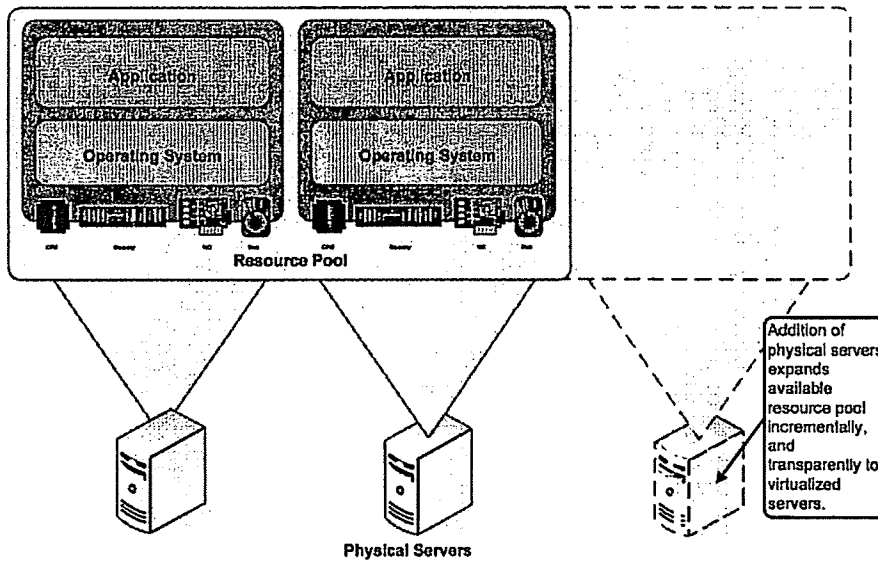


Figure 6 – Server virtualization and resource pool

- **Rapid system recovery:** Recovery of a virtualized system consists of restoring the base virtual machine image to a virtualization server, and restoring data from backup. Compared to the normal procedure of reconfiguring a physical server, installing the OS and drivers, applications and then restoring data, this can reduce recovery times by a factor of 10. This approach can also be applied to clustered server running in separate data centers, providing an effective Disaster Recovery strategy for essential systems.

The figure below illustrates the use of virtualization technologies between separate physical machines to aid in disaster recovery if one is lost:

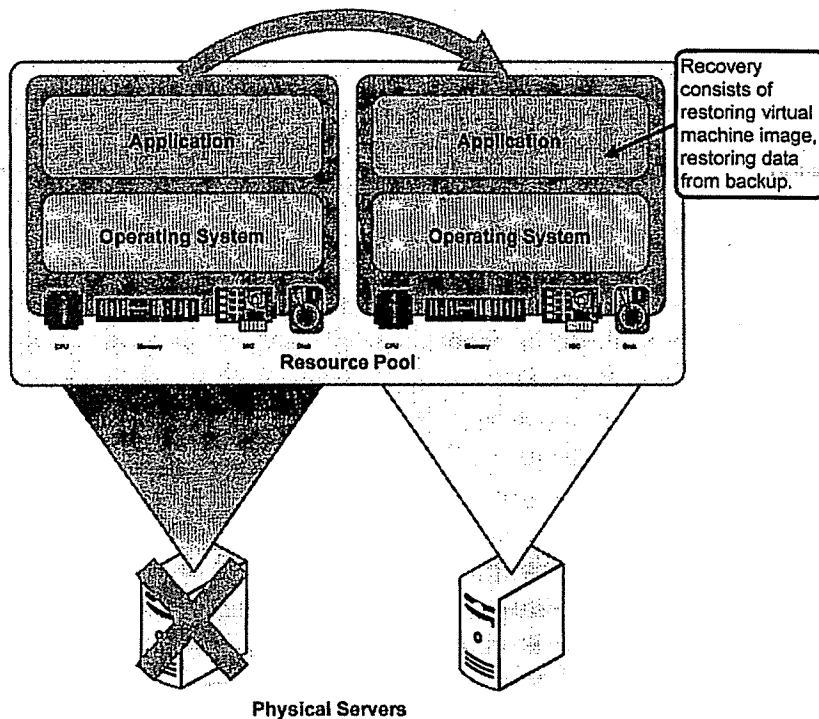


Figure 7 – Fail-over using virtualization

- **Support for SAN/NAS technologies:** Virtualization hides the complexity of underlying hardware from the virtualized OS and applications, allowing advanced storage and backup technologies to be leveraged in a uniform manner.
- **Transparent migration:** As application requirements begin to exceed the capabilities of the host (physical) machine, virtual machines can be migrated to a new host with no reconfiguration required.

-
- **Standardization:** By presenting a uniform virtual hardware configuration to the virtualized OS and applications, configurations and procedures can be completely standardized.

Recommendation 18: Harden workstations (Short Term recommendation)

EMA recommends that standardized workstation configurations be developed, and hardened as follows:

- Minimize un-necessary services such as SQL or web servers which have a long history of software vulnerabilities, and are often used as vectors for worm infections.
- Implement AD group policy, restricting user ability to install unauthorized software.
- Deploy software firewalls (e.g. XP/Vista firewall) on systems to minimize susceptibility to network-borne attacks.
- Develop standard images allowing workstations to be rapidly reconstructed using fast cloning capabilities.

Recommendation 19: Implement Network and Host-based Intrusion Detection/Prevention Systems (IDS/IPS) (Short Term recommendation)

As the City's networks grow in complexity, there will be an increasing need for "fire alarm" type monitoring of the network during off-hours, and at remote locations. Network Intrusion Detection (alarming) or Prevention (blocking) systems are recommended to provide a degree of self-defense within the network without administrator action. These systems also provide alerting (e.g. email, pager notification) and report summarization which can notify administrators in the event of suspicious activity on the network.

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The costs associated with IDS/IPS deployment can be minimized by leveraging the native capabilities of the City's existing Enterprise-grade switch equipment, and by taking advantage of VLANs between sites to allow ready monitoring from a common location. The figure below illustrates this approach:

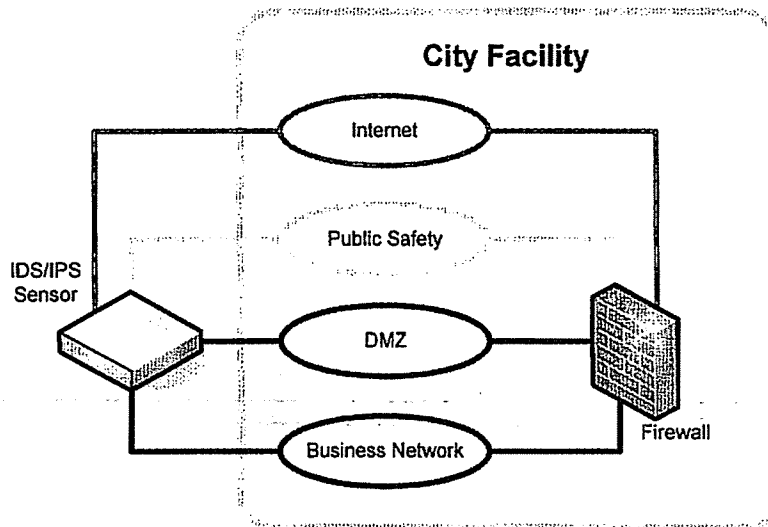


Figure 8 – Network Intrusion Detection/Prevention System

EMA recommends that the City implement Intrusion Detection Systems (IDS) at both host and network levels.

1. Host-level IDS products should be considered for any systems which will be directly accessed from the Internet or outside locations. These products will audit and optionally send alerts when key files or configurations are accessed or modified.
2. Network-level IDS products should be considered for network transit points (e.g. firewall, router) to detect unusual traffic patterns indicating unauthorized external access, or potential internal misconfiguration or attack traffic patterns.

These products will provide the log analysis and reporting functions described above.

Recommendation 20: Log reporting and analysis tools (Long Term recommendation)

EMA recommends that the City acquires log consolidation, analysis and reporting tools to assist staff with the interpretation of log data.

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REMOTE ACCESS

Recommendation 21: Implement network architecture providing for inbound secured DMZs (Short Term recommendation)

At present, the City has minimal exposure to access from outside locations. However, as the demand for more services increases, the City will likely be opening server access to the Internet. In such cases, a defense-in-depth approach should be utilized so that a single server does not become the "all or nothing" sole defense. De-militarized Zone (DMZ) networks meet this need.

It is strongly recommended that systems that are directly accessible from the outside be separated from internal systems by a firewall. Creation of a DMZ network provides a second layer of defense in case such a system is compromised, along with the firewall and IDS/IPS, providing additional layers. With appropriate configuration and monitoring, a multi-tiered firewall configuration will allow detection of the compromise before the internal network is reached, allowing City staff an additional window of time in which to respond. The use of dual-homed server configurations with interfaces into public and internal networks should be avoided.

A DMZ is commonly implemented in two ways:

1. Through the addition of a firewall between the existing router and internal network, with externally-accessible systems residing on switch ports between them.
2. Through the addition of a 3rd router LAN interface, connected to DMZ switch ports.

DMZ switch ports are typically provided through the use of a dedicated DMZ switch, although they could be provided through the use of a range of ports on an existing switch with an appropriate VLAN configuration. Although this is secure, it does require diligent configuration and maintenance of such a switch.

Recommendation 22: Utilize Pivot Point servers for remote access (Short Term recommendation)

The City's existing Citrix server, if reconfigured on a DMZ, can be used as a Pivot Point server to control outside access. Where possible, such "thin client" approaches are recommended for the additional control they provide over where remote users go within the network. EMA recommends that this approach be

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formalize and expanded to replace direct network access via VPN wherever possible.

The figure below illustrates how the Pivot Point Server approach can be extended to remote access via the Internet, or from less sensitive networks (e.g. public access to limited PD information):

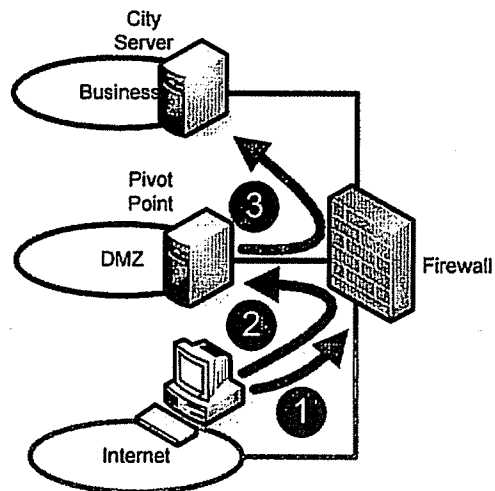


Figure 9 – Remote Access via Pivot Point server

In this example, remote access is obtained as follows:

1. The remote user accesses the public-facing application via a web or thin client interface using a public address (e.g. URL). The firewall intercepts this request, and requires the user to authenticate using Active Directory or other credentials.
2. These credentials are passed to the DMZ-based Pivot server which grants appropriate access to the desired application or web page(s).
3. Requests from the DMZ-based Pivot server are limited by the firewall to only that traffic necessary for proper application operation.

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Insecure Network Printers

The majority of networked printers appear to allow unrestricted access, including the ability to change settings and alter the administrator password, providing further DoS opportunities.

File Edit View History delicious Bookmarks Tools Help

http://192.168.16.39/hp/device/networkingindex.html pidgin socks proxy

Getting Started Latest BBC Headlines

Recently Bookmarked Use XSLT to prepare... EBALMSWORLD - RJ... HLBS | welcome softproject 2003

HP Color LaserJet 2840 /...

hp invent HP Color LaserJet 2840 192.168.16.39 HP Color LaserJet 2840

Status System Parameters Fax Networking

IP Configuration

Advanced

mDNS

SNMP

Network Configuration

Password

Other Links

HP Instant Support

Product Registration

Order Supplies

Product Support

Password

Use these fields to set or change the Administrator Password. When set, the Administrator Password is required before you can access and change configuration parameters. To disable the Administrator Password, leave the entries blank.

Password:

Confirm Password:

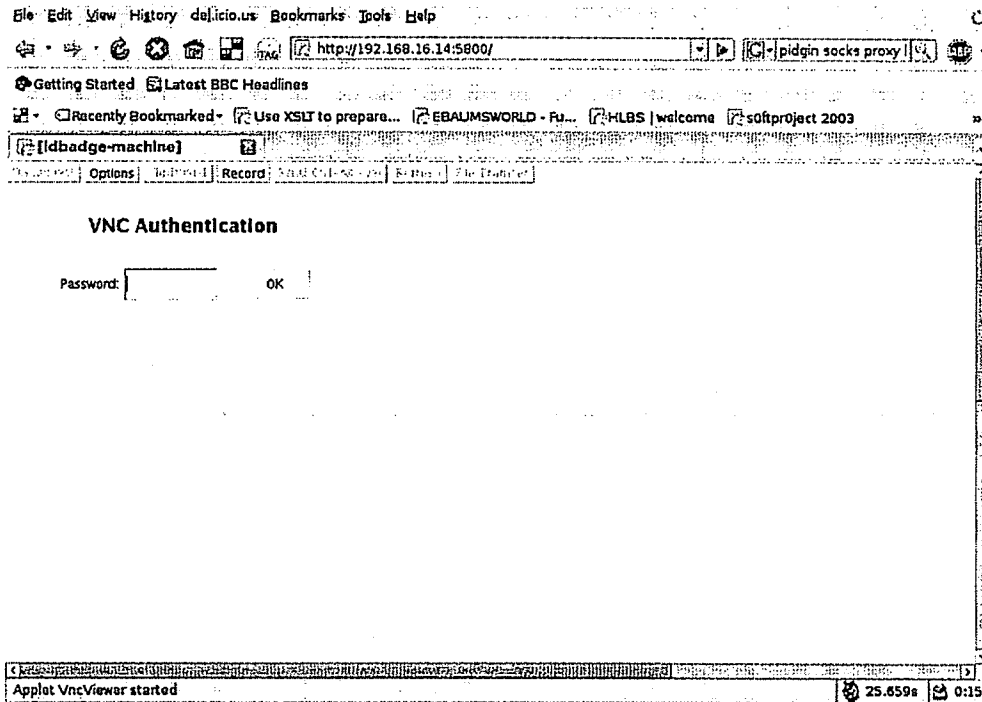
Apply Cancel

Done 0.162s 0:15

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Insecure Remote Access

A number of machines are running services allowing remote access. The need to provide unrestricted public access to such services is questionable:



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NMAP TCP/UDP PORT SCANNER RESULTS

The sample below is the result of performing a port scan using the NMAP high speed scanner on an interesting target (192.168.16.15). These results are obtained in a few seconds per host, and can be used by an attacker to quickly identify services of interest for further probing. Note that this same server is identified as vulnerable in the Nessus results that follow.

Starting Nmap 4.20 (<http://insecure.org>) at 2008-01-16 09:46 EST
Interesting ports on doralcd.doral.local (192.168.16.15):

Not shown: 1674 closed ports

PORT	STATE	SERVICE
42/tcp	open	nameserver
53/tcp	open	domain
80/tcp	open	http
88/tcp	open	kerberos-sec
135/tcp	open	msrpc
139/tcp	open	netbios-ssn
389/tcp	open	ldap
443/tcp	open	https
445/tcp	open	microsoft-ds
464/tcp	open	kpasswd5
554/tcp	open	rtsp
593/tcp	open	http-rpc-epmap
636/tcp	open	ldapssl
1026/tcp	open	LSA-or-nterm
1027/tcp	open	IIS
1112/tcp	open	msql
1755/tcp	open	wms
3268/tcp	open	globalcatLDAP
3269/tcp	open	globalcatLDAPssl
3389/tcp	open	ms-term-serv
5003/tcp	open	filemaker
8080/tcp	open	http-proxy
10000/tcp	open	snet-sensor-mgmt

MAC Address: 00:13:72:66:AD:53 (Dell)

No exact OS matches for host (If you know what OS is running on it, see <http://insecure.org/nmap/submit/>).

TCP/IP fingerprint:

```
OS:SCAN(V=4.20%D=1/16%OT=42%CT=1%CU=42931%PV=Y%DS=1%G=Y%M=001372%TM=478E18B
OS:F%P=i686-pc-linux-gnu)SEQ(SP=105%GCD=1%ISR=10D%TI=I%II=I%SS=S%TS=0)OPS(O
OS:1=M5B4NW0NNT00NNS%O2=M5B4NW0NNT00NNS%O3=M5B4NW0NNT00%O4=M5B4NW0NNT00NNS%
OS:O5=M5B4NW0NNT00NNS%O6=M5B4NNT00NNS)WIN(W1=4000%W2=4000%W3=4000%W4=4000%W
OS:5=4000%W6=4000)ECN(R=Y%DF=N%T=80%W=4000%O=M5B4NW0NNS%CC=N%Q=)T1(R=Y%DF=N
OS:%T=80%S=O%A=S+%F=AS%RD=0%Q=)T2(R=N)T3(R=N)T4(R=Y%DF=N%T=80%W=0%S=A%A=O%F
OS:=R%O=%RD=0%Q=)T5(R=Y%DF=N%T=80%W=0%S=Z%A=S+%F=AR%O=%RD=0%Q=)T6(R=Y%DF=N%
OS:T=80%W=0%S=A%A=O%F=R%O=%RD=0%Q=)T7(R=N)U1(R=Y%DF=N%T=80%TOS=0%IPL=B0%UN=
OS:0%RIPL=G%RID=G%RIPCK=G%RUCK=G%RUL=G%RUD=G)IE(R=Y%DFI=S%T=80%TOSI=Z%CD=Z%
OS:SI=S%DLI=S)
```

Network Distance: 1 hop

OS detection performed. Please report any incorrect results at <http://insecure.org/nmap/submit/> .

.....

Nmap finished: 1 IP address (1 host up) scanned in 13.084 seconds

NESSUS VULNERABILITY SCANNER RESULTS

This report has been heavily condensed. The full report runs nearly 300 pages, and will be provided separately in electronic form. These findings should be considered preliminary, and bear further investigation. However, even these summary results point out many areas of concern. The services listed in this report were visible from an anonymous network connection with no authentication to AD or any other service.

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EMA Note: The server allows anonymous connections to DS services allowing an unauthorized attacker to derive the list of users on the system. This information can be used to attempt to access other network resources, and as the basis for password-guessing or social engineering attacks. Usernames of particular interest have been highlighted.

microsoft-ds (445/tcp)	<p>Synopsis :</p> <p>It is possible to obtain network information.</p> <p>Description :</p> <p>It was possible to obtain the browse list of the remote Windows system by send a request to the LANMAN pipe. The browse list is the list of the nearest Windows systems of the remote host.</p> <p>Risk Factor :</p> <p>None</p> <p>Plugin output :</p> <p>Here is the browse list of the remote host :</p> <p>AACODECOMPFI (os: 5.1) AACODECOMPATC (os: 5.1) AAPARKS01 (os: 5.1) - Admin Asst to Parks & Recreations Director ADMASST01 (os: 5.1) ADMINASST01 (os: 5.1) ASSISTCLERK01 (os: 5.1) - CITY CLERK ASSISTANT ASSISTCM_OFFICE (os: 5.1) ASSISTMAYOR01 (os: 5.1) BLDG-OPERERATOR (os: 5.1) BLDGADMINCORD01 (os: 5.1) - Lourdes Rodriguez's Offices BLDGDEPTAA01 (os: 5.1) - Cynthia Pyles's Desk BLDGOFFICIAL01 (os: 5.1) - Sergio Ascunce's Office BLDGOFFICIALAA1 (os: 5.1) - Melvis O. Houseman's</p>
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	Office CDPD-A73449FB8A (os: 5.1) CITYCLERK01 (os: 5.1) CITYMANAGER01 (os: 5.1) CITYMGRASSIST01 (os: 5.1) - Assistant to the City Manager CLERKASSIST02 (os: 5.1) CLERKSCAN01 (os: 5.1) CODE-DIRECTOR01 (os: 5.1) CODEENFORCEMENT (os: 5.1) CODEINSPECTOR06 (os: 5.1) COUNCIL01 (os: 5.1) DAIS_CHAMBERS02 (os: 5.1) DAIS_CHAMBERS05 (os: 5.1) DAIS_CITY-MGR01 (os: 5.1) DORAL-PERMIT (os: 5.2) DORALBB (os: 5.2) - New Avaya Phone Server DORALCC-BKUP (os: 5.2) DORALDB (os: 5.2) - DORALDB DORALDC (os: 5.2) - Domain Controler 1 DORALMAIL (os: 5.2) DPDST01 (os: 5.1) ELISAPLANZONE (os: 5.1) FILECLERK01 (os: 5.1) FINANCE01 (os: 5.1) FLORPLANZONE (os: 5.1) FOREMAN01 (os: 5.1) GALEANOB02 (os: 5.1) HRDIRECTOR01 (os: 5.1) IDBADGE-MACHINE (os: 5.1) - Doral ID Badge Machine INGRIDPLANZONE (os: 5.1) INSPECTOR-02 (os: 5.1) - RAMON PEON INSPECTOR01 (os: 5.1) INSPECTOR03 (os: 5.1) - Carmelo Baez INSPECTORS01 (os: 5.1) ITDEPARTMENTHP (os: 5.1) ITDIRECTOR01 (os: 5.1) LEGAL01 (os: 5.1) MAYORASSIST_LT (os: 5.1) - Susie Castillo's Laptop MAYORSOFFICE (os: 5.1) MERCYPLANZONE (os: 5.1) MOBILEINSPECT03 (os: 5.1) NATALIAPLANZONE (os: 5.1) OCCLICOFFICER01 (os: 5.1) - CITY OF DORAL PANTALEOND02 (os: 5.1) PARKSAA01 (os: 5.1) PARKSAA02 (os: 5.1) PARKSDIRECTOR01 (os: 5.1) PARKSMAINTSUPER (os: 5.1) PARKSRECAA01 (os: 5.1) - Gerry PD-20 (os: 5.1) - Police 20 PD-CHIEFGOMEZ01 (os: 5.1) - Police Department Chief Gomez PD-LAPTOP-01 (os: 5.1) PD-TRANSTEAM02 (os: 5.1) PD-TRANSTEAM04 (os: 5.1) PD-TRANSTEAM06 (os: 5.1)
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	<p>PD-TRANSTEAM09 (os: 5.1) PERMIT01 (os: 5.1) PERMIT02 (os: 5.1) PERMIT04 (os: 5.1) PLANEXAM02 (os: 5.1) - Plan Examiner02 PLANEXAM03 (os: 5.1) - Plan Examiner03 PLANEXAM04 (os: 5.1) - Plan Examiner04 PLANEXAM05 (os: 5.1) - PlanExaminer05 PLANEXAM06 (os: 5.1) - Plans Examiner 06 PLANEXAM07 (os: 5.1) - PlanExaminor07 PLANEXAM09 (os: 5.1) - PlanExaminer09 PLANEXAM1 (os: 5.1) - Plans Examiner #1 PLANSCAN01 (os: 5.1) PLANSPROC01 (os: 5.1) PLANSPROC02 (os: 5.1) PLUMB01 (os: 5.1) POLICE-ALARM01 (os: 5.1) POLICE-ALARM02 (os: 5.1) - City of Doral POLICE-BG-INV01 (os: 5.1) PROCUREMENT01 (os: 5.1) PUBLIC-INFO02 (os: 5.1) - Christina PUBLICWORKSDIR (os: 5.1) PUBWRK-SUPER-LT (os: 5.1) PW-20 (os: 5.1) - Public Works 20 PW22 (os: 5.1) - PW22 PZDIRECTOR (os: 5.1) - PlanningZoning RECEPTIONIST (os: 5.1) SPORTSCORD00 (os: 5.1) SPORTSCORD01 (os: 5.1) STRUCT01 (os: 5.1) VICEMAYOR-PC (os: 5.1)</p> <p>Other references : OSVDB:300 Plugin ID : <u>10397</u></p>
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[...]

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EMA Note: This server is running a version of software with known vulnerabilities to remote attack, potentially allowing unauthorized software to be installed. Since this is a server running backup software, it is likely given full access to other servers within the City.

<p>mpsserver (6106/tcp)</p>	<p>X Synopsis :</p> <p>Arbitrary code can be executed on the remote host.</p> <p>Description :</p> <p>The remote host is running a version of VERITAS Backup Windows RPC server which is vulnerable to a remote buffer overflow. An attacker may exploit this flaw to execute arbitrary code on the remote host or to disable this service remotely.</p> <p>To exploit this flaw, an attacker would need to send a specially crafted packet to the remote service.</p> <p>Solution:</p> <p>http://seer.entsupport.symantec.com/docs/289731.htm</p> <p>Risk Factor :</p> <p>High / CVSS Base Score : 7.5 (CVSS2#AV:N/AC:L/Au:N/C:P/I:P/A:P) CVE : CVE-2007-3509 BID : 23897 Other references : OSVDB:36111 Plugin ID : <u>25707</u></p>
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[...]

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EMA Note: This system is potentially vulnerable to attacks bypassing internal controls

by crafting TCP/IP packets to use a specific source port (20).

<p>ddi-tcp-1 (8888/tcp)</p>	<p>✘ It is possible to connect on firewall-protected ports on the remote host by setting one's source port to 20.</p> <p>An attacker may use this flaw to access services that should not be accessible to outsiders on this host.</p> <p>Solution Reconfigure your firewall to <i>*not*</i> accept anything coming from port 20.</p> <p>Risk Factor : High CVE : CVE-2002-2307 BID : 5279 Plugin ID : <u>11052</u></p>
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[...]

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EMA Note: This server is running a content management system package including a web server version with known vulnerabilities.

<p>http (80/tcp)</p>	<p>✘ Synopsis :</p> <p>The remote web server is prone to a buffer overflow attack.</p> <p>Description :</p> <p>The remote host is running XAMPP, an Apache distribution containing MySQL, PHP, and Perl. It is designed for easy installation and administration.</p> <p>The remote version of XAMPP includes a PHP interpreter that is affected by a buffer overflow involving calls to 'mysql_connect()' as well as an example PHP script that allows this function to be called with arbitrary arguments. Using a specially-crafted value for the</p>
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	<p>'host' parameter of the 'xampp/adodb.php' script, an unauthenticated remote attacker can leverage these issues to execute arbitrary code on the affected host subject to the privileges under which the web server operates, potentially LOCAL SYSTEM.</p> <p>See Also : http://packetstorm.linuxsecurity.com/0704-exploits/xampp-rqod.txt http://www.apachefriends.org/en/news-article,100366.html http://www.apachefriends.org/en/xampp-windows.html#1221</p> <p>Solution: Use XAMPP's Security Console to restrict access to the '/xampp' directory.</p> <p>Risk Factor :</p> <p>High / CVSS Base Score : 9.3 (CVSS2#AV:N/AC:M/Au:N/C:C/I:C/A:C) CVE : CVE-2007-2079 BID : 23491 Plugin ID : <u>25117</u></p> <p>⚠ The following files are calling the function phpinfo() which disclose potentially sensitive information to the remote attacker : /xampp/phpinfo.php</p> <p>Solution: Delete them or restrict access to them</p> <p>Risk Factor : Low Plugin ID : <u>11229</u></p>
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[...]




EMA Note: This appears to be a Linux host running MS-Windows server emulation (SMB) software (Samba). The system appears to allow remote logins. The combination of



weaknesses in Samba as configured allows a full dump of usernames to be obtained.

ssh (22/tcp)	<p> An ssh server is running on this port Plugin ID : <u>10330</u></p> <p> Synopsis : An SSH server is listening on this port.</p> <p>Description : It is possible to obtain information about the remote SSH server by sending an empty authentication request.</p> <p>Risk Factor : None</p> <p>Plugin output : SSH version : SSH-1.99-OpenSSH_3.5p1 SSH supported authentication : publickey,password,keyboard-interactive Plugin ID : <u>10267</u></p>
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microsoft-ds (445/tcp)	<p> Synopsis : It is possible to access a network share.</p> <p>Description : The remote has one or many Windows shares that can be accessed through the Network. Depending on the share rights, it may allow an attacker to read/write confidential data.</p> <p>Solution: To restrict access under Windows, open the explorer, do a right click on each shares, go to the 'sharing' tab, and click on</p>
-------------------------------	---



'permissions'

Risk Factor :

High / CVSS Base Score : 7.5
(CVSS2#AV:N/AC:L/Au:N/C:P/I:P/A:P)

Plugin output :

The following shares can be accessed using a NULL session :

- upload - (readable,writable)
+ Content of this share :

```
..  
lost+found  
uc  
overlay  
preload  
DVD_Import  
ComingSoon1.bmp  
ComingSoon1.JPG  
ComingSoon2.JPG
```

- vol1 - (readable,writable)
+ Content of this share :

```
..  
lost+found  
uc  
overlay  
preload  
DVD_Import  
ComingSoon1.bmp  
ComingSoon1.JPG  
ComingSoon2.JPG
```

CVE : CVE-1999-0519, CVE-1999-0520
BID : 8026
Other references : OSVDB:299
Plugin ID : 10396

X Synopsis :

It is possible to execute code on the remote host through samba.

Description :

The version of the Samba server installed on the remote host is affected by multiple heap overflow vulnerabilities, which can be exploited remotely to execute code with the privileges of the samba daemon.



See Also :

<http://www.samba.org/samba/security/CVE-2007-2446.html>

Solution:

Upgrade to Samba version 3.0.25 or later.

Risk Factor :

Critical / CVSS Base Score : 10.0
(CVSS2#AV:N/AC:L/Au:N/C:C/I:C/A:C)
CVE : CVE-2007-2446
BID : 23973, 24195, 24196, 24197, 24198
Other references : OSVDB:34732
Plugin ID : 25216

Synopsis :

It is possible to enumerate local users on the remote Windows host.

Description :

Using the host SID, it is possible to enumerate local users on the remote Windows system.

Note that Nessus enumerates only users with a UID in the configured range, by default 1000 and 2000.

Risk Factor :

None

Plugin output :

- Administrator account name : Administrator (id 500)
- Guest account name : nobody (id 501)
- root (id 1000)
- root.(id 1001)
- bin (id 1002)
- bin (id 1003)
- daemon (id 1004)
- daemon (id 1005)
- adm (id 1006)
- sys (id 1007)
- lp (id 1008)
- adm (id 1009)
- sync (id 1010)
- tty (id 1011)
- shutdown (id 1012)
- disk (id 1013)
- halt (id 1014)
- lp (id 1015)



	<ul style="list-style-type: none">- mail (id 1016)- mem (id 1017)- news (id 1018)- kmem (id 1019)- uucp (id 1020)- wheel (id 1021)- operator (id 1022)- games (id 1024)- mail (id 1025)- gopher (id 1026)- news (id 1027)- ftp (id 1028)- uucp (id 1029)- man (id 1031)- floppy (id 1039)- games (id 1041)- slocate (id 1043)- utmp (id 1045)- squid (id 1046)- squid (id 1047)- named (id 1050)- named (id 1051)- postgres (id 1052)- postgres (id 1053)- mysql (id 1054)- mysql (id 1055)- nscd (id 1056)- nscd (id 1057)- rpcuser (id 1058)- rpcuser (id 1059)- gopher (id 1061)- rpc (id 1064)- rpc (id 1065)- rpm (id 1074)- rpm (id 1075)- ntp (id 1076)- ntp (id 1077)- dip (id 1081)- gdm (id 1084)- gdm (id 1085)- xfs (id 1086)- xfs (id 1087)- mailnull (id 1094)- mailnull (id 1095)- apache (id 1096)- apache (id 1097)- ftp (id 1101)- smmsp (id 1102)- smmsp (id 1103)- lock (id 1109)- webalizer (id 1134)- webalizer (id 1135)- vcsa (id 1138)- vcsa (id 1139)- sshd (id 1148)- sshd (id 1149)- pcap (id 1154)
--	---



	<ul style="list-style-type: none">- pcap (id 1155)- nobody (id 1198)- nobody (id 1199)- users (id 1201) <p>CVE : CVE-2000-1200 BID : 959 Other references : OSVDB:714 Plugin ID : <u>10860</u></p>
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RESOLUTION No. 09 –

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE BIDDING PROCESS AND ADOPTING THE TERMS OF THE CONTRACT BETWEEN EMA, INC. AND THE CITY OF LAKELAND, FLORIDA FOR THE PROVISION OF CONSULTING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 12, 2008, the City of Doral waived the competitive bidding process and adopted the terms of the competitively bid contract between EMA, Inc., and the City of Lakeland, Florida; and

WHEREAS, the City of Doral's contract with EMA, Inc. expired on March 31, 2009; and

WHEREAS, the City of Doral has been very pleased with the performance of EMA and Staff respectfully requests that the City Council again waive the competitive bidding process and adopt the terms of the contract between EMA, Inc. and the City of Lakeland, Florida, as presented herein as Exhibit "A", for the provision of consulting services.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. The City Council of the City of Doral hereby waives the competitive bidding process and adopts the terms of the contract between EMA, Inc. and the City of Lakeland, Florida, as presented herein as Exhibit "A", for the provision of consulting services.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	_____
Vice Mayor Robert Van Name	_____
Councilman Pete Cabrera	_____
Councilman Michael DiPietro	_____
Councilwoman Sandra Ruiz	_____

PASSED and ADOPTED this ____ day of _____, 2009.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”

(Please refer
to accompanying
agenda documents)