MEMORANDUM

To:	Hernan M. Organvidez Interim City Manager	Date:	February 28, 2022
From:	Gladys Gonzalez Chief Information Officer	Re:	Recommendation to hire Mr. Hector Aguila as an IT Consultant

RECOMMENDATION:

Respectfully requesting to hire Mr. Hector Aguila as an IT Consultant in order to continue securing the city's Wide Area Network (WAN) which is a complex combination of hardware devices, such as routers, firewalls, and anti-malware software applications. Mr. Aguila is a highly skilled network security analyst that has implemented our WAN security framework for City and Public Safety facilities.

BACKGROUND

Mr. Hector Aguila has been employed with the City of Doral since September 2018, however, he has accepted a position with another governmental agency and his last date of employment will be March 4, 2022.

During his employment at the City of Doral IT Department, Mr. Aguila has consistently demonstrated a strong work ethic and a dedication to success. His efforts have produced high quality results time and time again. Mr. Aguila has been a senior member within the IT organization and during the last four years we have made security investments to protect against breaches with layered security. His insight into a layered security approach has prevented attacks from the Internet, implemented control security measures inside our network to protect the city's WAN computing environment.

Yearly, Mr. Aguila leads the IT team who attends the Miami Dade College Cybersecurity Center where Cyber Range scenarios are designed to emulate a full-scale cyberattack. He has used new security tools including firewalls, packet analyzers, network monitoring systems, to mitigate attacks that occur within a sophisticated network that includes multiple segments, servers, and operating systems while the Advanced Traffic Generator floods the network with routine traffic making it more challenging for teams to identify malicious actors and content

while trying to avoid false positives. This demonstrates his ability to mitigate real world cyberattacks due to his expertise knowledge of network security.

This year, replacement of the Public Safety Campus Switch project will be a major undertaking, requiring a great deal of thought and effort since it will impact the network security of the Public Safety facility. The implementation of this stackable enterprise switching platform that is built for security, IoT, mobility, and cloud is critical to the security of our computing infrastructure. Mr. Aguila's design and knowledge of our network and the industry leading security practices will be critical for the safety and security of the city's network infrastructure during this project along with several other security initiatives.

The Information Technology Department has had several open positions during this fiscal year and the posting of positions on the City of Doral website and a few external sites provides minimal, if any, viable candidates for the positions. It will take time to hire his replacement and we are seeing increasing cyber-attacks on both municipal, state and federal government, and these attacks are growing in frequency. Mr. Aguila's IT consulting services along with his knowledge of our network are essential to achieve desired security outcomes.

Should you have any questions, please let me know.

APPROVED	**DATE**	**DISAPPROVED**
Hernan M. Organvidez (signature)	2-28-22	
Hernan M. Organvidez		Hernan M. Organvidez
Interim City Manager		Interim City Manager

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
HECTOR M. AGUILA
FOR
IT CONSULTING SERVICES

THIS AGREEMENT, dated as of the 25th day of February, 2022, is made between **HECTOR M. AGUILA**(Consultant"), and the **CITY OF DORAL, FLORIDA,** a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services for a five-year(5) ongoing projects completion and provide technical support for existing citywide network (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1.   **Scope of Services/Deliverables.**

  1.1   The Consultant shall furnish professional services to the City as set forth in the Scope of Services.

  1.2   The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City which is attached and incorporated as Exhibit "A".

2.   **Term/Commencement Date.**

  2.1   This Agreement shall become effective upon execution by both parties and shall remain in effect through February 25, 2027, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant.

  2.2   Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3.   **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

The City shall pay on a hourly rate of $130.00 for a maximum amount of $14,900 yearly and any additional amount will be upon Council approval.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubConsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-Consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written

notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant. The City Manager may immediately terminate this Agreement if is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Consultant has or may have violated Federal, State, or local laws. In the event that Consultant has failed to perform in accordance with this Agreement or to take reasonable direction by the City Manager in furtherance of this Agreement ("Act of Default"), the City Manager shall provide Consultant with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Consultant fail to cure an Act of Default with the corresponding cure period of same, the City Manager may terminate this Agreement immediately.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement, subject to receipt of Final payment per 8.3.

9. **Insurance.**

9.1   The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2   Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10.   **Nondiscrimination.**

10.1   During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11.   **Attorneys' Fees and Waiver of Jury Trial.**

11.1   In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2   In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12.   **Indemnification.**

12.1   Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs

incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2   The provisions of this section shall survive termination of this Agreement.

12.3   Ten dollars ($10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13.   **Notices/Authorized Representatives.**

13.1   Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:	Hernan M. Organvidez Acting City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
With a Copy to:	Luis Figueredo, Esq. City Attorney 8401 NW 53rd Ter Doral, FL 33166
For The Consultant:	Hector M. Aguila 2101 Brickell Ave Apt. 2705 Miami, FL 33129

14.   **Governing Law.**

14.1   This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15.   **Entire Agreement/Modification/Amendment.**

15.1   This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2   No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16.   **Ownership and Access to Records and Audits.**

16.1   Pursuant to Section 119.0701, Florida Statutes, Consultant shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:

(a)   Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b)   Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

(c)   Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d)   Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.

16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.4 The City may cancel this Agreement for refusal by the Consultant to allow reasonable access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Consultant.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent Consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

    20.1   The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

    21.1   The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

    22.1   Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

    23.1   The 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(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

    24.1   This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest: **CITY OF DORAL**

_____   By: _____
Connie Diaz, City Clerk   Hernan M. Organvidez, ACM
                                                                          Date: ___3/1/22___

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

_____
Luis Figueredo, ESQ
City Attorney

                                                              HECTOR M. AGUILA
                                                              ("CONSULTANT")

                                                              By:___HM._____

                                                              Date: ___3/1/22_____

SCOPE OF SERVICES

SEE EXHIBIT "A" ATTACHED

Consultant	Hector M. Aguila
Education and Certifications	- Bachelor of Science - PALO ALTO NETWORKS CERTIFIED NETWORK SECURITY ENGINEER (PCNSE) - PALO ALTO NETWORKS CERTIFIED CYBERSECURITY ASSOCIATE (PCCSA) - CISCO CERTIFIED NETWORK PROFESSIONAL SECURITY - CISCO CERTIFIED SPECIALIST - SECURITY CORE - CISCO CERTIFIED SPECIALIST - SECURITY IDENTITY MANAGEMENT IMPLEMENTATION - CISCO CERTIFIED NETWORK PROFESSIONAL ENTERPRISE (CCNP) - CISCO CERTIFIED SPECIALIST - ENTERPRISE ADVANCED INFRASTRUCTURE IMPLEMENTATION (CCNP) - CISCO CERTIFIED SPECIALIST - ENTERPRISE CORE (CCNP) - CISCO CERTIFIED SPECIALIST - SERVICE PROVIDER ADVANCED ROUTING IMPLEMENTATION (CCNP) - CISCO CERTIFIED DEVNET ASSOCIATE (DEVNET) - CISCO CERTIFIED NETWORK ASSOCIATE ROUTING AND SWITCHING (CCNA) - NETWORK SECURITY ASSOCIATE 2 – FORTINET NSE 2 - NETWORK SECURITY ASSOCIATE 1 – FORTINET NSE 1 - CRIMINAL JUSTICE INFORMATION SYSTEM SECURITY – (CJIS LEVEL 4) - CERTIFIED NETMOTION ADMINISTRATOR- NETMOTION PLATFORM 12.0
Hourly Rate for Services:	$130.00

Scope of Work

- Architecting, designing, traffic engineering, implementing, managing, integrating, and optimizing the performance and capacity of the enterprise network, including Security, Data, Video, VoIP, Applications, Cloud, and Wireless operations around Multiple Locations and Hybrid Data Centers.

- Troubleshoot network connectivity or performance problems as well as provides technical support for network security, data, VoIP, video, eFax, wireless, servers, endpoints, printers, cloud services, and applications system to determine causes of failure; implements appropriate remedies following best practices.

- Integrate solution systems and cloud services with the City's infrastructure.

- Able to optimize the performance of network routers and switches, wireless access points, firewalls, IPS/IDS, phone, and eFax system, network balances, network monitoring tools, VPN system, and other systems; conducts system patching, updates, and migrations.

- Provide guidance on how to address issues of networks and systems.

- Installing physical hardware and software/systems related to network infrastructure, network security, data, VoIP, video, eFax, wireless, servers, endpoints, printers, cloud services, IoT, and applications systems.

- Collaborating and coordinating meetings with others related to common projects.

- Able to lead related technical projects working with other consultants and vendors; and conducts the configuration/provision portion of the City's infrastructure.

- Consulting will include a detailed documentation, such as technical diagrams, users' guides, and troubleshooting actions to continuously improve the performance, availability, reliability, integrity, and security of the City's data network, voice, wireless, cloud workflows, and video infrastructure.

- Able to supervise assigned technical workers.