

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2589.18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH FOR THE MAINTENANCE OF POLICE DEPARTMENT COMPUTERS; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Golden Beach (the "Town") Police Department (the "Police Department") utilizes various information technology ("IT") equipment, including computers; and

WHEREAS, the Department's IT equipment requires regular maintenance and repairs; and

WHEREAS, the Town has limited qualified personnel to maintain and repair the IT equipment; and

WHEREAS, the City of Sunny Isles Beach (the "City") has a full-time and capable Information Technology Department willing to service and maintain the Police Departments' computers; and

WHEREAS, the Town Council wishes to enter into an agreement with the City, which provides for maintenance of the Police Department's IT equipment (the "Agreement"), attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Town Council hereby authorizes and approves the Agreement in substantially the form attached hereto as Exhibit "A" (the "Agreement").

Section 3. Implementation. The Town Mayor is authorized to execute the Agreement and the Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement the Agreement and this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

Sponsored by **Town Administration.**

The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Vice Mayor Mendal, and on roll call the following vote ensued:

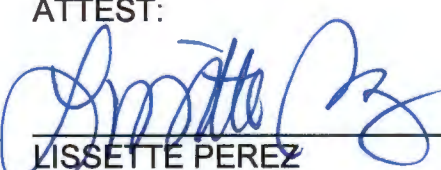
Mayor Glenn Singer	<u>Aye</u>
Vice Mayor Jaime Mendal	<u>Aye</u>
Councilmember Kenneth Bernstein	<u>Absent</u>
Councilmember Amy Isackson-Rojas	<u>Absent</u>
Councilmember Judy Lusskin	<u>Aye</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida this 20th day of November, 2018.



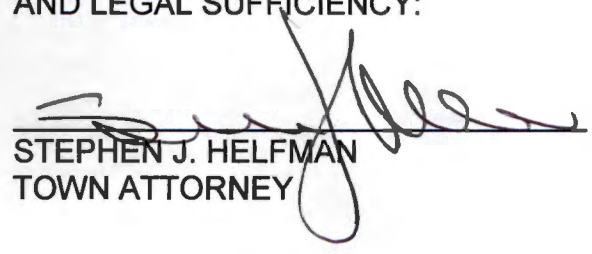
MAYOR GLENN SINGER

ATTEST:



LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



STEPHEN J. HELFMAN
TOWN ATTORNEY



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: November 20, 2018

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

8

Subject: Resolution No. 2589.18 - Recommended Renewal of an OSSI
mobile software contract for the for the police laptops.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2589.18 as presented.

Background:

The Town wishes to renew the **OSSI mobile software contract for the for the police laptops** from the City of Sunny Isles for the service of the Mobile OSSI System. The OSSI System is imperative to the daily operations of the department. The system allows officers in the field to access criminal record checks by utilizing the FCIC/NCIC. Additionally, police officers will also be able to complete police related Information Reports.

Fiscal Impact:

The Golden Beach Police Department will agree to a 3 year contract commencing on the date specified. The cost of said contract will be as follows:

- First Year- \$31,684.21
- Second Year- \$32,951.58
- Third Year- \$34,269.64

At the end of the three year period the Town has the right to renewal for an additional 2 years for an additional cost specified on the contract, for a total of 5 years. The funds for this purchase will be taken from the General Fund.

EXHIBIT "A"

(Attach Agreement between the Town and City)



**AGREEMENT TO UTILIZE SUNGUARD / OSSI COMPUTER SYSTEM
AND INFORMATION TECHNOLOGY SERVICES**

On this _____ day of _____, 2018, **The City of Sunny Isles Beach**, hereafter referred to as **"THE CITY"**, through its Information Technology Department agrees to maintain the Police computers for **The Town of Golden Beach**, hereafter referred to as **"THE TOWN"** for a period of three (3) years commencing on this date. At the end of this period, the agreement is subject to renewal for two (2) additional one (1) year periods, for a total of five (5) years under the terms of this Agreement.

IT IS UNDERSTOOD AND AGREED BY ALL PARTIES HERETO THAT:

1. **The CITY** hereby agrees to maintain for **THE TOWN's** Police computers for the monthly amount per computer as described in the attached **Exhibit "A"**, for the proper maintenance of said computing equipment, with **THE CITY** as licensor and **THE TOWN** as licensee. All services provided by **THE CITY** are detailed in the attached **Scope of Services (Exhibit "B")**. Any services requested by **THE TOWN** that are not included in the attached **Scope of Services** will require a separate proposal to be prepared by **THE CITY** and agreed to by **THE TOWN** prior to such additional services being rendered.
2. All amounts due under the terms of this Agreement shall be due at the beginning of the contract year.
3. This license confers no interest whatsoever in property and is recoverable anytime by **THE CITY** upon ninety (90) days notice. No use for a particular purpose other than the maintenance of the laptop computer equipment necessary to operate a police mobile laptop computer system is granted and no alterations or modifications are to be made to the laptops of the OSSI software equipment without **THE CITY's** approval.
4. Use of all property is at the sole risk of **THE TOWN** to the extent permitted under Section 768.28 of the Florida Statutes, and subject to the monetary limits set forth in that section. **THE TOWN** agrees to be responsible to, indemnify and hold harmless **THE CITY** for any loss, damage legal action or claim occasioned by **THE TOWN's** use of all laptop computer property and related equipment at **THE CITY** WHETHER OR NOT LOSS OR DAMAGE IS TO PROPERTY OWNED/LEASED BY **THE CITY** OR ANY OTHER PERSON, AND INCLUDING PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF **THE CITY**.
4. In the event that the equipment or other property of **THE CITY** shall be in any manner damaged by/through the use of the communications equipment, or by the representatives of **THE TOWN**, **THE TOWN** shall indemnify **THE CITY** and pay **THE CITY** all sums which may be incurred to repair, reconstruct, and/or replace the damaged equipment or property, subject to the limitations set forth in Section 768.28 of the Florida Statutes.
5. It is understood and agreed that this agreement does not constitute a bailment. **THE TOWN** retains and has custody and access to their laptop computers but agrees to relinquish all administrative rights to said computers solely to **THE CITY**. **THE CITY** shall maintain all communication links, maintenance and administrative control of all computers connected directly or indirectly to **THE CITY**.

6. No modifications to this agreement shall be enforceable unless in writing and signed by an authorized agent of both **THE CITY** and **THE TOWN**.
7. **THE CITY** building at 18070 Collins Avenue, Sunny Isles Beach, Florida, is generally regarded as a reasonably safe location for this laptop communications equipment to be worked on or otherwise maintained. Undertaking to move or evacuate laptop computer communications equipment shall not be deemed an assumption of responsibility for the safety, security and care of any communications equipment by **THE CITY**, nor shall **THE CITY** be deemed a bailer of the laptop computer communications equipment. In consideration thereof, **THE TOWN** agrees to the following terms and conditions:
 - A. To pay **THE CITY** upon demand all costs incurred by **THE CITY** in repairing, replacing, and/or reconstructing **THE CITY's** facilities damaged in any matter as a result of the continued presence of said **TOWN** laptop computer communications equipment during an emergency; and
 - B. To indemnify and hold harmless **THE CITY**, its partners, employees and agents, from any and every loss, claim, liability and suit of any kind, including without limitation costs of suit and reasonable attorney's fees, arising out of any and all damage done to property of others as a result of the continued presence of said communications equipment during an emergency.
8. **THE TOWN** shall pay all costs, including reasonable attorney's fees incurred by **THE CITY**, in judicial and non-judicial proceeding and appeals therefrom to enforce any and all provisions of this agreement and effect collections of any sums due **THE CITY**. In the event **THE CITY** sues or is sued in tort of contract, or otherwise, in any action arising out of or in relation to this agreement and **THE CITY** is the prevailing party by means of judgment, dismissal, or otherwise, whether or not such action presented a justifiable issue of law or fact, or whether or not **THE CITY** was a plaintiff or defendant in said action, **THE CITY** shall recover its costs and expenses directly incurred because of any said action, including its reasonable attorney's fees, whether taxable or not, from the losing party.
9. In the event any portion of this agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion and said portion only, shall be deemed null and void. This agreement shall be interpreted in accordance with the laws of the United States and the State of Florida.
10. The statute of limitations for enforcement of either party's rights under this agreement shall be applicable statutes of limitations of the State of Florida and any laches defense raised by either party shall be construed to always be within the period of said applicable statutes of limitations.
11. In the event the parties wish to extend the term of this Agreement, the parties shall notify each other of their mutual intent to renew no later than thirty (30) days prior to the end of the term of this Agreement.
12. **THE CITY** maintains the ability to cancel this Agreement at any time for any reason with thirty (30) days notice.

[SIGNATURES ON FOLLOWING PAGE]

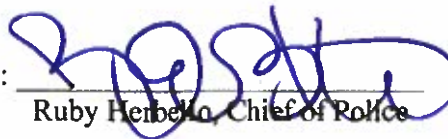
EXECUTED THIS _____ DAY OF _____, 2018.

ATTEST:

TOWN OF GOLDEN BEACH

By: _____
Town Clerk

By: _____
Alexander Diaz, Town Manager

By:  _____
Ruby Herbelo, Chief of Police

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

ATTEST:

CITY OF SUNNY ISLES BEACH

By: _____
Mauricio Betancur, CMC, City Clerk

By: _____
Christopher J. Russo, City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Hans Ottinot, City Attorney

**AGREEMENT TO UTILIZE SUNGUARD / OSSI COMPUTER SYSTEM
AND INFORMATION TECHNOLOGY SERVICES**

EXHIBIT B- SCOPE OF SERVICES

Services to be provided by THE CITY shall be as follows:

- THE CITY shall prepare (or “image”) THE TOWN’s computer systems by installing current operating system software and applications necessary to support the OSSI public safety applications. However, THE CITY shall not be responsible for purchasing or obtaining valid license keys for any software required, unless specifically stated otherwise in this scope of services.
- THE CITY shall install and maintain wireless communications equipment (known as “aircards”) in proper working order on any ‘portable” computer systems maintained under this Agreement. Wireless services and associated communications equipment shall be procured and managed by THE TOWN directly.
- THE CITY shall provide support services to THE TOWN’s user of equipment maintained under this Agreement, solely with respect to the OSSI public safety applications and issues directly related thereto. THE CITY shall not be responsible for general operating system support, user training, hardware repairs, interacting with vendors on behalf of THE TOWN (with the exception of the vendors listed below for supporting software provided by THE CITY as part of this Agreement), or other issues.
- THE CITY shall administer user accounts, biometric credentials for authentication, and related items within the OSSI public safety environment for THE TOWN’s authorized users.
- THE CITY shall provide, as part of the monthly maintenance under this Agreement, the following software licenses: Multifactor Authentication System, Antivirus client, and any necessary Microsoft Windows CAL’s required for the servers accessed by THE TOWN’s client computer. These licenses are not transferable to THE TOWN at any time, and should this Agreement be terminated, these software applications would need to be removed from THE TOWN’s computer equipment. THE TOWN shall be responsible for operating system licensing (Window licenses), Microsoft Visio licensing for the OSSI Accident Wizard, Microsoft Office licensing, and/or any other software required beyond that provided by THE CITY under this Agreement.
- THE CITY shall provide support for THE TOWN’s users during normal business hours, 8:30 am-5:00 pm, for any issues relating only to an individual mobile computer. Emergency support shall be provided as needed for any issue affect the core OSSI functionality (for example, CAD server, message switch, RMS server) which impacts all users, 24 hours a day/7 days per week.

Golden Beach IT Cost Breakdown Worksheet

Item	Recurring Cost	Device Cost	Annualized Over 5 Year	Utilization	Year				
					Year 1	Year 2	Year 3	Year 4	Year 5
1. Labor	\$60 /Hr.			120 Hrs/Year	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
2. Internet Connection	\$2020 /Mo.			13%	\$3,151.20	\$3,151.20	\$3,151.20	\$3,151.20	\$3,151.20
3. Firewalls	\$16610/Yr.	\$70,839	\$14,167.80	13%	\$4,001.11	\$4,001.11	\$4,001.11	\$4,001.11	\$4,001.11
4. VMWare licensing	\$4061/Yr.			35%	\$1,421.35	\$1,421.35	\$1,421.35	\$1,421.35	\$1,421.35
5. Server Cluster	\$8626/Yr.	\$76,240	\$15,248.00	35%	\$8,355.90	\$8,355.90	\$8,355.90	\$8,355.90	\$8,355.90
6. Backup Storage	\$1900/Yr.	\$5,855	\$1,171.00	16%	\$491.36	\$491.36	\$491.36	\$491.36	\$491.36
7. Backup Software (Veeam)	\$2909/Yr.	\$14,546	\$2,909.20	16%	\$930.91	\$930.91	\$930.91	\$930.91	\$930.91
8. DELL DDP (encryption/malware)	\$2882/Yr.	\$18,890.00	\$3,778.00	35%	\$2,331.00	\$2,331.00	\$2,331.00	\$2,331.00	\$2,331.00
9. Bongar (secure remote mgmt)	\$1727/Yr.	\$4,522	\$904.40	35%	\$920.99	\$920.99	\$920.99	\$920.99	\$920.99
Sub-Totals					\$28,803.83	\$28,803.83	\$28,803.83	\$28,803.83	\$28,803.83
CPI Adjustment	4%				\$0	\$29,955.98	\$31,154.22	\$32,400.39	\$33,696.40
Administration	10%				\$2,880.38	\$2,995.60	\$3,115.42	\$3,240.04	\$3,369.64
Yearly Subtotals					\$31,684.21	\$32,951.58	\$34,269.64	\$35,640.43	\$37,066.04

Notes

1. Labor- Represents the estimated hours per month servicing GB Devices/Users & Maintaining Infrastructure; 2. Internet Connection- Circuit connection utilized by all users, GB Users represent 13% of the total SIB Users Group; 3. Firewalls- Represents cost of Maintaining Network Security Devices (Items 5-8 Represent Additional Infrastructure Costs); Items 5-8 GB Servers Represent 35% of the utilization on Cluster and Storage, whereas GB servers represent 16% of the Total Servers Backed up on SIB Storage Device.

- Yearly Price per Device

- Monthly Price per Device

	\$1,056.14	\$1,098.39	\$1,142.32	\$1,188.01	\$1,235.53
	\$88.01	\$91.53	\$95.19	\$99.00	\$102.96