

RESOLUTION NO. 2020-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE CITY TO PROVIDE INFORMATION TECHNOLOGY MAINTENANCE AND INFRASTRUCTURE SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING FUNDING FOR IT SERVICES ANNUAL COST OF \$78,000.00 AND TOTAL STARTUP COST NOT TO EXCEED \$310,900.00; PROVIDING AN EFFECTIVE DATE.

WHEREAS, THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the CITY OF RIVIERA BEACH, a Florida municipal corporation (hereinafter "City"), and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (hereinafter referred to as "CRA"), each constituting an agency as defined in Part I of Chapter 163, Florida Statutes; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CRA desires the CITY to provide professional Information Technology support services and the CITY agrees to provide the CRA with certain professional Information Technology support services, as requested; and

WHEREAS, the CRA and the CITY desire to provide a framework for the procedures to compensate the CITY for the CITY's support services and capital expenses incurred on behalf of the CRA; and

WHEREAS, the Agency desires to enter into a contract to provide IT services which is mutually agreed to by the City and the Agency.

Resolution No 2020-20

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:

SECTION 1. The Agency hereby approves the attached Interlocal Agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency to provide Information Technology Services on an annual basis not to exceed \$78,000 and total new equipment, software purchases and other IT requirements to complete the transition for an amount not to exceed \$232,900.

SECTION 2. The Chair and the Executive Director are hereby authorized and directed to execute and attest, respectively, that certain Interlocal Agreement by and between the Riviera Beach Community Redevelopment Agency and the City of Riviera Beach for the Information Technology Services substantially in the form of Exhibit "A" attached hereto, subject to the approval of the form thereof, consistent herewith, by the CRA Attorney, and such actions as shall be necessary and consistent to carry out the intent and desire of the Agency..

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of September, 2020.

ATTEST:

BY: 

JONATHAN EVANS
INTERIM EXECUTIVE DIRECTOR

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: 

NAME: DR. JULIA BOTEL
CHAIRPERSON

MOTION BY: S. Lanier

SECONDED BY: D. Lawson

APPROVED AS TO FORM:

BY: 

J. MICHAEL HAYGOOD

J. BOTEL Aye
D. LAWSON Nay
K. MILLER-ANDERSON Aye
T. MCCOY Nay
S. LAINER Aye

CRA ATTORNEY

INTERLOCAL AGREEMENT BETWEEN
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
THE CITY OF RIVIERA BEACH
TO
PROVIDE MAINTENANCE AND MANAGEMENT OF THE
AGENCY IT INFRASTRUCTURE

This Interlocal Agreement is entered into this __ of _____, 2020, by and between Riviera Beach Community Redevelopment Agency, a body corporate ad politic created pursuant to Part III, Chapter 163, Florida Statutes (herein referred to as “Agency”) and the City of Riviera Beach, a Florida municipal corporation (herein referred to as the “City”), each constituting a public agency as defined in Part I, Chapter 163, Florida Statutes.

WITNESSETH

Whereas, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969, “authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, the City Council of the City of Riviera Beach has found and declared an area of the City of Riviera Beach in compliance with Redevelopment Area requirements, the area hereinafter referred to as the “CRA”; and

Whereas, the City Council of the City of Riviera Beach has adopted a community redevelopment plan pursuant to the Community Redevelopment Act (the “Plan”); and

Whereas, the CRA desires the CITY to provide professional Information Technology support services and the CITY agrees to provide the CRA with certain professional Information Technology support services, as requested; and

Whereas, the CRA and the CITY desire to provide a framework for the procedures to compensate the CITY for the CITY’s support services and capital expenses incurred on behalf of the CRA; and

Whereas, the Agency desires to enter into a contract to provide IT services which is mutually agreed to by the City and the Agency.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND REPRESENTATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Purpose

1.1. The purpose of this Agreement is for the City to provide the Agency with IT services and maintenance and repair as detailed in Exhibit "A," attached hereto (the "Services") for a period of three years with a one-year option subject to cancellation by either party upon 60 days written notice with or without cause.

1.2. The City and Agency agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

1.3. The CITY agrees to perform the services as requested by the CRA. Procedurally, the CRA will make a request in writing through the CITY's Q-Alert service desk ticketing system to perform certain services that include, but not limited to, supported technology equipment break/fix, network connectivity, troubleshooting and software installation. The CRA may also make requests and inquiries by telephone as needed. The CITY agrees to perform these, and other information technology support services, to the CRA in accordance with Exhibit "A" as attached hereto and incorporated herein, or in the absence of a specific enumeration within Exhibit "A", the CITY may provide services as agreed to by the City Manager and the CRA Executive Director.

Section 2. General Terms and Conditions

2.1 Reimbursement To City: In consideration of providing the services described in Section 1 hereof by the CITY and commencing from the date of the 30-day notice to the of the commencement of the Annual Maintenance services, the CRA will compensate the CITY, to the extent funds of the CRA are budgeted and available in accordance with the methodology identified in Exhibit "A", as amended from time to time.

2.2 Annual Statement: The City Manager and the CRA's Executive Director or designee shall jointly prepare an annual statement reflecting anticipated services to be provided by the CITY and related costs and all unpaid obligations from prior periods. The amount in the annual statement shall be agreed upon by the CITY and the CRA, during the budgetary process of the CITY and the CRA by no later than July 1st of each fiscal year. The methodology for establishing the costs associated with anticipated information technology support services, capital equipment refreshment and new requirements are identified in Exhibit "A" to this agreement.

2.3 Payment: The parties agree that the CRA's obligation to compensate the CITY pursuant to Section 2.1 shall be made to the CITY in accordance with the CRA approved budget. The CITY agrees to invoice the CRA not later than thirty (30) days after the close of the quarter. Upon invoice submitted by the CITY to the CRA, the CRA agrees to pay said invoice within thirty (30) days. The invoice will be based on the "Fixed Fee" for

support services and any hardware, software or licensing expenses incurred by the CITY for the benefit of the CRA and requested by the CRA for services rendered during the quarter. The aggregate total of the four quarterly billings shall not exceed the amount budgeted by the CRA and the CITY for such services.

2.4 Cost: The City IT department shall provide IT services for the CRA as provided in Exhibit A. This includes an annual flat rate of \$78,000 (pro-rated to begin upon commencement of annual maintenance) and the acquisition of all required new equipment and software licensing which shall not exceed \$232,900, shall be approved before purchase by the CRA Executive Director, purchased by the City IT department, and costs reimbursed to the City by the CRA.

2.5 Implementation: The City IT services department shall provide the CRA with 30 days' notice of the commencement of the Annual Maintenance services and upon receipt of this notice the CRA shall terminate its month to month contract with the existing IT consulting firm "Constant Computing".

Section 3. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 4. Indemnification

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other party, and the other respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing contained herein is intended nor shall it be construed to waive the City's or the Agency's rights and immunities under the common law or Florida Statute section 768.28, as amended from time to time.

Section 5. Severability

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of the Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

Section 6. Entirety of Agreement

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

Section 7. Notice and Contact

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Agency:

Jonathan Evans
Interim CRA Executive Director
2001 Broadway, Suite 300
Riviera Beach, FL 33404

For the City:

Jonathan Evans
City Manager
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Section 8. Venue

The venue for this action shall be in Palm Beach County, Florida.

Section 9. Effective Date

This Agreement shall become effective upon its approval by the City Council of the City of Riviera Beach and the Commissioners of the Riviera Beach Community Redevelopment Agency, the due execution thereof by the proper officer of the City and the Agency.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

BY: _____

**JONATHAN EVANS, MPA, MBA, ICMA-CM
INTERIM EXECUTIVE DIRECTOR, RBCRA**

**RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____

**JULIA A. BOTEL, E.D.
CHAIRPERSON**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

BY: _____

**J MICHAEL HAYGOOD, PA
CRA GENERAL COUNSEL**

ATTEST:

BY: _____

**CLAUDENE L. ANTHONY, CMC
CITY CLERK**

CITY OF RIVIERA BEACH

BY: _____

RONNIE L. FELDER, MAYOR

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

BY: _____

**DAWN WYNN
CITY ATTORNEY**

EXHIBIT A

CITY OF RIVIERA BEACH

Information Technology Support Services Proposal

This document outlines a support agreement between The Riviera Beach Community Redevelopment Agency (CRA) and the City of Riviera Beach for Information Technology Support Services.

The Riviera Beach Community Redevelopment Agency (CRA) seeks to replace their current technology support agreement and utilize the City of Riviera Beach's Information Technology Department to support their IT operations.

The CRA currently utilizes approximately 35-45 end user devices that includes; Windows based Desktop Personal Computers (PCs) and Laptop Computers. There are also Apple iPads used by staff.

The following list contains start-up equipment, licensing and subscription costs for the City's Information Technology Department to provide technology support to the CRA and its staff. In order achieve the economies necessary to provide services without incurring additional staffing expenses, CRA needs to adopt a similar technology infrastructure as other City Departments. The costs to achieve the updates below would be the CRA's responsibility.

1. **Network Servers** - Replace four (4) end-of-life Servers. City Information Technology has reviewed CRA's existing servers that are between 4-7 years old. To support CRA's network, City Information Technology will require four (4) Dell PowerEdge Servers (1) Marina Event Center, (1) Clean & Safe, (1) Primary and (1) Failover in CRA main office. Each server is approximately \$9,000 (\$36,000).
2. **Network Storage.** Data storage for CRA will require one (1) 32TB RAID Storage Array. The City standard for data storage is Tegile Intelliflash or Dell-EMC and approximate cost is \$50,000.
3. **Desktop/Laptop Computers** – CRA operates approximately 35 desktop/laptop devices. City Information Technology currently supports Microsoft Windows devices capable of running Windows 10 and Apple MacBook computers. The CRA operates some older Windows 7 devices and several computers are at or beyond 4 years old. A replacement plan for these end-of-life devices will require approximately \$20,000.
4. **Security Firewalls** – The CRA has deployed devices not supported by City Information Technology. The City will require CRA replace the existing devices with equipment supported and compatible with the City's current information security infrastructure. This will require a primary and standby at each CRA location. Each unit is approximately \$17,000 (\$102,000).
5. **Network Data Switches** – The CRA has a variety of manufacturers network switches deployed in the three (locations). It appears they have been acquired as staff growth and additional locations were connected to the network. The City's Information Technology Department has standardized on Juniper Networks data switches. CRA would need to acquire five (5) 48 Port Juniper switches at approximately \$7,000 each (\$35,000).
6. **Printers/MFPs** – City Information Technology will support CRA's printers. Any devices that mechanically fail and cannot be repaired will be replaced by CRA.
7. **Scanners** - City Information Technology will support CRA's scanners. Any devices that mechanically fail and cannot be repaired will be replaced by CRA.

8. **Cameras** – City Information Technology does not support surveillance cameras. This function is provided to City Administration by the Riviera Beach Police Department.
9. **Wireless Access Points** - The CRA has deployed 47 Wireless Access Points with (43) in the Marina Event Center, (2) in the Main Office and (2) at the Clean & Safe building. The City uses a product manufactured by Ruckus for wireless access. These devices are approximately \$700 each. To avoid a \$30,000+ expense to replace the access points, the City could continue to support the Aruba and Sonicwall access points. However, as the access points fail it will be CRA's responsibility to fund the replacement units with the City's standard access point.
10. **Internet Connections** – The City currently has a network connection to the Marina Event Center. The City Information Technology Department will require an AT&T Private Network connection from the Marina Event Center to the CRA Main Building. This cost is TBD by AT&T at the time the order is placed.
11. **A/V Gear Rack Devices & UPS** – The City IT Department is familiar with the A/V equipment and already provides some support for City events at the Marina Event Center. The APC 1500 UPS devices are beyond end-of-life and need to be replaced. The City Information Technology Department will require equipment racks and Uninterruptable Power Supplies (UPS) to support servers and storage. Depending on equipment models the approximate cost will be \$5,000 - \$7,000.
12. **Backup System** – The City Information Technology Department will provide data backup services for CRA under the terms of this Technology Support Agreement.
13. **Voice Communications Systems** – Each CRA site has its own voice telephone system. The City currently utilizes a subscription service through the Florida Department of Management Services (DMS). Additional discussion is necessary with CRA to determine if they maintain their current systems or migrate to the City's phone system provider.
14. **Mobile Devices** – CRA currently has approximately 15 mobile devices that consists of Apple iPads and mobile phones. The City Information Technology Department utilizes mobile data through AT&T. The CRA devices can be migrated to AT&T with similar costs for service.
15. **Access Control & Video Surveillance** – City Information Technology does not provide support for video surveillance or access control. Those services are provided by Riviera Beach Police Department and City Public Works Department respectively.
16. **Microsoft Office 365 Subscription** – This will be a monthly cost for the Microsoft suite of products, e-mail and cloud based OneDrive storage. (\$32.00 per month per employee).
17. **VMware/Vcenter Virtualization** – This replaces Microsoft's HyperV virtualization tool. VMware is the City Information Technology Department's standard technology. Annual license cost is approximately \$2,000 for the CRA servers.

The existing CRA service provider bundles system monitoring, anti-virus software, update patching and backup for a flat monthly cost of \$1,500. The City could provide those services at the same cost as the current provider.

Requests that require telephone, online or on-site support are currently invoiced at a flat \$115.00 per hour. The City's Information Technology Department is not setup to track and invoice hourly for support costs. Often when one City entity is incurring a technology issue, the knowledge gained from research and resolution is applied, or shared across the city.

Since the City's IT services are performed on a shared basis to City departments, it would be inefficient to develop an effective chargeback/billing mechanism for CRA support services. The recommendation proposes a flat annual charge. This amount could be increased or decreased based on exceptional service events or demand for support services that is exceeding the flat annual cost. For example, replacing servers, computers, or other irregular utilization of support services could be invoiced separately or recovered with an increase in flat charge.

As a starting point, the current vendor invoices approximately \$60,000 annually in support costs. This is approximately 520 hours services at the \$115 per hour rate.

This proposal recommends a first year annual cost of \$18,000 for use of City's Anti-Virus, Patching, Monitoring and Backup. In addition a flat annual cost of \$60,000 for support services, \$32 per employee per month for Microsoft 365 and \$2,000 annually for VMware licensing.

The information below outlines services included and excluded in the Managed Services proposal

IT Managed Services

The City of Riviera Beach Information Technology will assume the daily management and administration of business servers, storage devices, networking devices, security, and user devices. The City's technology monitoring and management platform will ensure that users have access their systems and applications. The management platform provides the City's Information Technology support staff insight into the systems to provide preemptive and/or quick resolution to issues.

IT Managed Services Include:

- Automatic patching of workstations and servers
- Antivirus alerting and tracking
- 3rd party application updating (for common plugins)
- Warranty tracking for workstations and servers
- 24x7 monitoring and alerting
- On-site support as needed during regular business hours
- Issue tracking for trouble tickets submitted in QAlert
- Mobile device management
- Reports for system metrics (available upon request)
- Network and Information Security infrastructure planning and mapping
- Backup monitoring and testing services
- Proactive maintenance on all systems
- Printer and network device monitoring (for supported systems)

IT Managed Services do not Include:

- Support for any workstations that do not support Microsoft Windows 10 or the most recent operating system release.
- Support for any 3rd party applications that are not compatible with the Microsoft Windows 10 or the most recent operating system release.

Equipment and Licensing Obligations:

- The Riviera Beach Community Redevelopment Agency (CRA) will be ultimately responsible for the appropriate and up-to-date licensing of software, hardware warranties used in conjunction with their operation. The City of Riviera Beach IT Department may from time-to-time advise CRA of any software or hardware warranties that are due to expire.

Standard Hours of Support:

- Standard support service times are 8:30am to 5:30pm Monday through Friday (excluding City holidays).
- The City Information Technology Departments monitors 24x7x365 and provides after-hours services as needed based on severity. After-hours support may require facilities access.



MEMORANDUM

TO: Honorable Chair and Members, CRA Board of Commissioners
City of Riviera Beach, Florida

FROM: Jonathan Evans, Interim Executive Director, CRA

COPY: J. Michael Haygood, CRA Attorney

DATE: September 16, 2020

SUBJECT: Approval of an Interlocal Agreement between the Community Redevelopment Agency and the City of Riviera Beach to Provide the Service and Maintenance of the Agency's IT Infrastructure

REQUEST FOR BOARD ACTION

The Resolution is requesting the Board of Commissioners to approve an Interlocal Agreement between the CRA and the City of Riviera Beach for information technology services and computer support at an annual cost of \$78,000.00, plus \$232,900 for migration and start-up expenses, including needed hardware, software, and other IT security requirements.

BACKGROUND

On April 22, 2020, the Board of Commissioners considered a three-year contract with the private consulting firm Constant Computing resulting from the solicitation process issued for information technology services and following a preliminary review of an alternative to have information technology services provided by the City of Riviera Beach. The Board directed staff to negotiate an Interlocal agreement with the City's Information Technology Department (IT) to provide the requested services. The CRA Staff and City IT had several meetings in response to the Board's direction, with CRA Staff providing detailed information sufficient to receive a proposal for services from the City's Information Technology Department. The Information Technology Department provided a cost of \$78,000 for the next year's maintenance and support services.

BUDGETARY IMPACT

Staff is proposing to budget \$78,000 for IT services for FY 2020 -2021. This amount will be paid to the City's IT Department once notice has been provided that they are ready to begin providing IT services. The CRA will retain its existing IT Services consultant, Constant Computing, on a month-to-month basis until the City notifies the CRA that they are ready to begin IT support and maintenance services. The CRA will also incur startup costs of an estimated \$232,900.00 to cover the migration process along with the purchase of new equipment. These costs will be paid by the

City of Riviera Beach and reimbursed by the CRA on a quarterly basis consistent with the CRA's approved FY2020 - 2021 Budget.

SUMMARY

The IT services will be provided by the City to the following CRA sites: the Administrative Office located at 2001 Broadway, the Clean and Safe Ambassador Office on Blue Heron, and the Marina Village Event Center. If the location of the CRA's various offices changes, the new locations will be supported by the City under the terms provided in the Agreement.

RECOMMENDATION

Staff recommends approval of an Interlocal Agreement between the Community Redevelopment Agency and the City of Riviera Beach to provide the service and maintenance of the Agency's IT infrastructure for a period of three years with a one-year option for an annual maintenance cost not to exceed \$78,000 and a one-time startup fee of \$232,900 for the purchase of equipment, new computers, various software, firewall installation, anti-virus installation, patching and other migration expenses.