

**RESOLUTION NO. 2024- 3290**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND LANSIGHT TECHNOLOGY, LLC TO PROVIDE INFORMATION TECHNOLOGY SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 11, 2024, the Town of Surfside ("Town") received notice from Calvin Giordano & Associates, Inc. ("CGA") of its intent to terminate its contractual relationship with the Town within sixty (60) days; and

**WHEREAS**, CGA is the Town's information technology provider for critical infrastructure and emergency services necessary for Town operations, including the Town's police department; and

**WHEREAS**, the Town has identified a local information technology provider, Lansight Technology, LLC ("Consultant"), who is ready, willing and able to succeed CGA and immediately provide these information technology services to the Town; and

**WHEREAS**, the Town and Consultant have negotiated the terms and conditions for this service, as set forth in the Professional Services Agreement ("Agreement"), attached hereto as Exhibit "A"; and

**WHEREAS**, the Town Commission finds that the Agreement is exempt from competitive bidding in accordance with Section 3-12 and 3-13 of Town Code, is in the best interest and welfare of the Town and its residents, and the Town Commission wishes to approve the Agreement in substantially the form attached hereto as Exhibit "A."

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are hereby incorporated by reference.

**Section 2. Approval of Agreement; Authorization.** The Agreement between the Town and Consultant, substantially in the form attached hereto as Exhibit "A", is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such changes as may be approved by the Town Manager and Town Attorney as to form and legal sufficiency.

**Section 3. Implementation.** The Town Manager is authorized to take all the action necessary to implement the purposes of this Resolution and the Agreement.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of May, 2024.

Motion By: Commissioner Velasquez

Second By: Vice Mayor Paul

**FINAL VOTE ON ADOPTION:**

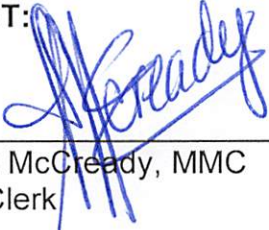
Commissioner Ruben A. Coto	<u>Yes</u>
Commissioner Nelly Velasquez	<u>Yes</u>
Commissioner Gerardo Vildostegui	<u>Yes</u>
Vice Mayor Tina Paul	<u>Yes</u>
Mayor Charles W. Burkett	<u>Yes</u>



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Charles W. Burkett, Mayor

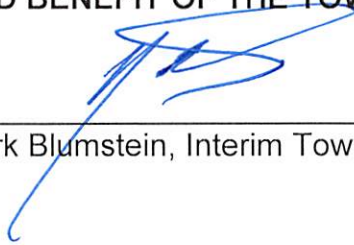
ATTEST:



\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk



**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



\_\_\_\_\_  
Mark Blumstein, Interim Town Attorney

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date") by and between Town of Surfside, a Florida municipality (the "Town") and Lansight Technology, LLC ("Consultant" or "Contractor") with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Town desires to engage a managed information technology (IT) service firm to provide comprehensive professional information technology services, including desktop support, network administration, IT Director services, as well as other services as needed;

**WHEREAS**, Consultant wishes to perform such services for the Town.

**WHEREAS**, the Town shall pay a **\$14,250** monthly fee for the IT services.

**NOW, THEREFORE**, for and in consideration of the mutual terms, conditions, promises and covenants set forth below, and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the Town and Consultant agree as follows:

**INCORPORATION OF WHEREAS CLAUSES:** The foregoing WHEREAS clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Agreement upon execution hereof.

**SCOPE OF SERVICES:** Consultant shall provide an accompanying scope of services incorporated herein and attached hereto as Exhibit "A" (hereinafter, "Services").

### I. TERM.

The Consultant shall continue to provide the Services to the Town for a term of two (2) years from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the Agreement for two (2) additional one-year periods.

### II. PAYMENT.

In consideration of Consultant's completion of the services rendered hereunder, the Town shall pay to Consultant monthly. All services performed shall be invoiced to the Town for managed information technology services. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

### **III. PERFORMANCE.**

#### **A. Performance and Delegation.**

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or as approved in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

#### **B. Removal of Unsatisfactory Personnel.**

The Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

#### **C. Contractor Key Staff.**

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's staffing plan, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of the Town to change Key Staff. Contractor must provide the Town with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Town will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

#### **D. Coordination of Work.**

The Contractor shall perform all services in a manner that will minimize disruption to the Town's normal operations. Necessary disruptions should occur after normal Town hours, and in coordination with the Police Administration in order to ensure continuity of operations. Where this is not possible, services shall be scheduled and coordinated in advance.

**E. Background Checks.**

Contractor shall conduct background investigations for all instructors, employees, or volunteers prior to the Licensees use of the Property under this Agreement. Contractor shall not allow any employee, who does not meet the above stated requirements to provide any Service at the Town's facilities under this Agreement.

An affidavit indicating all applicable staff have passed the background check, which must be received prior to the commencement of the Services or a new staff person starting work. A new Affidavit shall be required on an annual basis. The Contractor shall ensure that any assigned staff to the Town are CJIS certified and authorized to access criminal justice information commensurate with their position.

**F. Reports.**

Contractor shall provide written reports to the Town on a monthly basis providing a breakdown of work performed. The specific format and details shall be determined by the Town Manager's designee. At a minimum the reports shall include the following:

- a. Number and nature of service tickets received, open, closed and pending
- b. Number of emergencies, brief description of the emergency and status of the emergency
- c. Breakdown of maintenance performed
- d. Detail of upgrades performed
- e. Identify any obstacles preventing Contractor from performing any Services

On a quarterly basis the Contractor shall provide the Town with a report of ongoing issues, recommendations for improvements, with associated costs, and anticipated or potential issues that may or will need to be addressed.

**G. Response Times.**

Time is of the essence with regards to performance or response to special/emergency requests for service. Contractor shall meet or exceed the following response times:

- a. Service Tickets - Contractor shall respond to service tickets within thirty (30) minutes during normal working hours.
- b. Emergencies
  1. During normal working hour Contractor shall respond within ten (10) minutes to resolve the issue
  2. After 5:00 pm Contractor shall respond remotely within one hour to resolve the issue. If the issue cannot be resolved remotely the Contractor shall be one site within two (2) hours to resolve the issue.

#### **IV. TERMINATION.**

##### **A. Termination for Cause.**

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the Agreement by Consultant, and vice versa. The Town, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Town's rights and remedies against Consultant, and vice versa. The Town or Consultant shall be entitled to recover all costs of such actions, including reasonable attorney's fees, upon final adjudication of the matter.

##### **B. Termination for Convenience of the Town.**

The Town may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice.

If the Agreement is terminated for convenience by the Town, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Town pays Consultant in advance, the Town shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Town not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

**C. Termination for Convenience of the Consultant.**

The Consultant may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Town of such termination; which shall become effective thirty (30) days following receipt by Town of such notice. If the Agreement is terminated for convenience by the Consultant, Consultant shall only be paid for any services satisfactorily performed up to the date of termination; following which the Town shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Town pays Consultant in advance, the Town shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Town not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

**V. INSURANCE REQUIREMENTS**

Consultant shall maintain general commercial liability insurance and professional liability insurance (errors & omissions) in an amount acceptable to the Town.

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Town with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Town shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

**CERTIFICATE HOLDER MUST READ**

Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

**ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Town. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Town by certified mail, unless policies are renewed with equal or better coverage.



**VI. INDEMNIFICATION.**

Consultant agrees to indemnify and hold harmless the Town and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the Consultant, its officers, employees, agents, subcontractors, or any other person or entity acting under Consultant's control or supervision, arising out of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such Losses which may issue from any lawsuit arising from such claims and shall pay all costs and attorneys' fees expended by the Town in the defense of such claims and losses, including appeals.

The Town shall, at all times hereinafter, to the extent not inconsistent with law, indemnify and hold harmless the Consultant, its agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys fees) arising out of a negligent act, error or omission of Town, its agents, servants, or employees in the performance of service under this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the Town of any immunity to which it is entitled by law, including but not limited to the Town's sovereign immunity as set forth in Section 768.28, Florida Statutes.

**VII. ENTIRE AGREEMENT.**

This Agreement (including Exhibit A) shall constitute the entire Agreement. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

**VIII. WARRANTIES.**

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

The Consultant warrants that its services are to be performed within the limits prescribed by the Town and with the usual thoroughness and competence of the Consultant's profession.

Consultant agrees not to accept employment during the time this Agreement is in effect from any builder, land developer, utility company or others doing construction work within the corporate limits of the Town, which might be construed as a conflict of interest with Consultant's work with the Town. The determination of conflicts shall be made by the Town Manager or his/her designee. The Town recognizes that Consultant provides municipal planning services to a wide range of private and public clients, including Bay Harbor Islands, an adjoining municipality. Should any conflicts arise related to intergovernmental coordination, the Town and Consultant shall agree on the issue in writing or suspend services until the issue is resolved.

**IX. NON-EXCLUSIVITY.**

This Agreement is non-exclusive. The Town retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Town to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

**X. SEVERABILITY.**

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

**XI. ANTI-DISCRIMINATION.**

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any

country with which the United States has free trade.

**XII. NOTICES.**

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Town: Marisol Vargas, Acting Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

Copy To: Mark Blumstein, Interim Town Attorney  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

To Consultant: Lansight Technology, LLC  
147 Alhambra Circle  
Suite 120  
Coral Gables, FL 33134

**XIII. COMPLIANCE WITH LAWS.**

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

**XIV. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

**XV. SURVIVAL OF TERMS.**

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such

termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

**XVI. GOVERNING LAWS.**

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties ***voluntarily waive any right to trial by jury*** in the event of litigation between the Parties, which arises out of this Agreement in any way.

**XVII. NO CONTINGENT FEES.**

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.

**XVIII. WAIVER.**

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof.

Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

**XIX. FORCE MAJEURE.**

Non-performance of Consultant or Town shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

**XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- B.** Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, plans, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Town Manager, at no cost to the Town, within seven (7) calendar days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.861.4863 [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov) OR BY MAIL: Town of Surfside – Town Clerk's Office, 9293 Harding Avenue, Surfside, FL 33154.**

**XXI. SCRUTINIZED COMPANIES.**

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Town may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

## **XXII. OWNERSHIP OF WORK PRODUCT.**

In exchange for payment pursuant to this Agreement, Consultant hereby relinquishes its right to and agrees that the work product ("Work Product") produced by Consultant under this Agreement and all proprietary rights therein shall be and are the property of The Town.

Work Product includes, but is not limited to, papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, computer and software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, discoveries, compounds, reports, memoranda, drawings, devices, models, or other materials of any nature, or information relating to any of the foregoing, whether finished or unfinished, which are or were generated in connection with the work scope and Services described in this Agreement. At The Town's sole discretion, Consultant will assign and does hereby assign to The Town all patents, copyrights, trademarks and trade secrets conceived or first reduced to practice pursuant to this Agreement. Notwithstanding the foregoing, The Town makes no claim of ownership to pre-existing technology owned by Consultant prior to the Effective Date of this Agreement (the "Prior Works"). To the extent that Consultant incorporates any Prior Work into any Work Product, Consultant hereby grants to The Town a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Work Product.

Consultant hereby agrees to assist The Town, or its designee or assign, at Consultant's expense, to secure The Town's rights in Work Product and any copyrights, patents, or other intellectual property rights relating to all Work Product in any and all countries, including the disclosure to The Town of all pertinent information and data with respect to all Work Product, the execution of all applications, specifications, oaths, assignments and all other instruments that The Town may deem necessary in order to apply for and obtain such rights and in order to assign and convey to The Town, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Work Product, and any copyrights, patents, or other intellectual property rights relating to all Work Product. Consultant also agrees that Consultant's obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, Consultant has signed and delivered this Agreement, and the Town has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

**CONSULTANT:**  
Lansight Technology, LLC  
147 Alhambra Circle, Suite 120  
Coral Gables, FL 33134

**TOWN:**  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

By: \_\_\_\_\_  
Tony Gomez, Managing Partner

By: \_\_\_\_\_  
Marisol Vargas, Acting Town  
Manager

Attest: \_\_\_\_\_  
Town Clerk

Approved as to form and legal  
sufficiency for the use and reliance of  
the Town of Surfside only.

By: \_\_\_\_\_  
Interim Town Attorney



## Exhibit A

The Consultant agrees to provide managed information technology services to the Town. The services shall include the provision of ongoing technical support and maintenance of the Town's existing information technology systems, and shall include the following:

1. **Initial Assessment** – The Contractor shall assess the documents listed below and conduct a survey of the Town's IT inventory and infrastructure to verify the accuracy of the documents.
  - a. Hardware Inventory & Primary Responsible Party
  - b. Network Diagram
2. **General Responsibilities**
  - a. **General Onsite Support & Minimum Staffing Hours** – Contractor shall provide at least one staff member to provide onsite IT support during regular business hours, Monday through Friday from 8:30am to 5:00pm, excluding holidays observed by the Town. This staff member must remain on premises at all times during regular business hours except for an hour break for lunch. Staff member presence must comply with the then-current policy for regular Town staff attendance policy. On-call after hours and weekend support shall be available at all times with a response time for critical issues of no more than 30 minutes. Critical issues include, but are not limited to, down email servers/service, essential application failures, major disruptions in services to the public or other technology disruptions deemed critical by the Town.
  - b. **After Hour Meetings/Work Assignments** – Contractor shall provide on-site IT support for every Town Commission meeting, every Committee/Guest meeting and presentation, every Workshop, every Special Commission meeting, and every official Town event (nights, weekends, and/or holidays) requiring IT support. Regular Town Commission meetings take place generally on the 2nd Tuesday of every month (with some exceptions to accommodate holidays and/or scheduling conflicts), and Budget meetings take place during the budget process (between May and August) on dates set by the Town. Meeting dates are subject to change. Specific meeting schedules are available on the Town's website. Contractor shall be responsible for audio and volume control, coordination of video streaming services with 3rd parties, IT peripherals/devices setup in coordination with Town staff/facilities, and setup for any presentations during these meetings. Contractor's staff member must remain on premises to provide support until the conclusion of each meeting. Moreover, Police operations may require after hours work assignments in order to address any IT support needs. The Town anticipates approximately fifty (50) after-hour meetings/work assignments per year.

- c. **Police IT Support** – The Contractor will be responsible for support and maintenance of all Police Department specific computer systems, programs and applications that impact critical department operations, functions and services. The Contractor shall perform overall application system administration activities for the Police Department, such as, installation, upgrades, modifications and data integrity. The Contractor manages the Computer Aided Dispatch and Records Management System environment for the Police Department. The Contractor shall also monitor and maintain the security of Police Department software systems in compliance with Police Department Policies, Criminal Justice Information System (CJIS) requirements and Town IT standards. The Contractor shall be responsible for incorporating technology policy changes mandated by the FBI and CJIS policy and serve as technical subject matter expert for the Police Department for Florida Department of Law Enforcement (FDLE) audits. The Contractor shall ensure that any assigned staff to the department are CJIS certified and authorized to access criminal justice information.
  
- d. **Town's IT Liaison/Representative/Consultant** – Contractor shall act as the IT subject matter expert and have staff available to attend any meetings as directed by the Town Manager or his/her designee during regular business hours. Adequate notice of meetings will be provided by Town staff to ensure a qualified representative from the Contractor attends such meetings.
  
- e. **Document Retention** – Act in accordance with Florida's Open Government and Public Records laws regarding electronic document retention. See the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies for reference. Contractor shall assist the Town Clerk with public records requests on an as-needed basis.
  
- f. **Backup and Maintenance Services** – Contractor must ensure scheduled, preventive maintenance for equipment and data is promptly performed and documented. The Contractor is responsible for ensuring all current back up methods in place are completed on the current Town schedule.
  
- g. **Emergency Response** – Contractor shall provide emergency technical, communication, and IT support services in the event of emergency situations per the direction of the Town Manager or his/her designee in such situations.
  
- h. **Telecommunications** – Contractor shall manage all voice communication devices, platforms, and systems. The communications system includes but is not limited to network/security/VoIP for Polycom telecommunication devices, support management of VoIP phones, the voice mail systems and the Town's automated call flow. The Contractor is responsible for providing data to mobile devices including PDAs, tablets, notebooks, or other devices not specifically identified.

3. **Network Administration Services** - Scope of activity includes routine monitoring of all Town network equipment including switches, firewalls, routers, and other security devices including the Polycom voice and related devices. The Contractor shall be responsible for primary installation of new equipment and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of the Town's Wi-Fi public hot spots.
  - a. **Server Administration Services** - Manage computer network and associated hardware, software, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.
  - b. **Cybersecurity** - Maintenance of virus detection programs on Town servers, email, and all other Town computers and laptops. Perform security audits as requested and notify Town personnel immediately of suspected breaches of security or intrusion detection.
  
4. **Helpdesk, Software & Applications Support** - Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications, and identifying and correcting hardware problems and performing advanced troubleshooting. Support all Town mobile devices and applications (PDA, smart phone, iPad, tablets etc.) in coordination with service providers and technical support offered by vendors or manufacturers. Troubleshoot day-to-day IT operations for end users.
  - a. **Software/Third-Party Applications Services**- Scope of activity includes oversight, management, and support of the Town's applications as described in Exhibit B, under Descriptions of Current Software & Hardware, to be supplemented by the Parties within thirty (30) days of entry into this Agreement. The Contractor may leverage third party application support to facilitate troubleshooting.
  
5. **Professional Services and Strategic Planning** – Contractor will be responsible for development of long-term strategic plans (Information Technology Master Plan), Business Continuity/Disaster Recovery (BC/DR) plans, Cybersecurity Plan, solicitations for major IT system purchases, or other professional Information Technology services will be assigned on a as needed basis.
  
6. **Hurricane or Disaster Services** - The Contractor shall provide Services to the Town on a "first priority" basis in the event of a potential or actual public emergency or disaster such as a hurricane, tornados, fires or other similar acts or circumstances. The Town will rely on Contractor for the protection and recovery of its IT infrastructure both before and after an emergency or disaster event. Pre-disaster Services shall include but not be limited to:

- a. Assisting in securing and protecting all hardware and software to mitigate any potential adverse impacts.
  - b. Backing-up and remotely storing all data.
  - c. Post emergency/disaster services shall include but not be limited to:
    - i. Assisting in restoring all hardware and software.
    - ii. Confirming the status of and access to existing data, and restoring any lost data
    - iii. Work with the Program Manager to identify and damage equipment, or software and develop a plan of action to restore, replace or correct such damage, as necessary.
    - iv. Assist in developing any reports required for insurance, FEMA, or others to recover costs.
    - v. Contractor shall provide Emergency Response IT services as specified in the Town's Hurricane Plan.
- 7. Additional Services** – The Contractor may be requested to perform additional services from time to time, in which case, the Town will request a Proposal from the Contractor in accordance with applicable provisions of the Contract. Authorization to perform additional services will be given in writing.
- a. The Town shall be billed for services performed after the normal hours of operation or for services outside the Scope of Services enumerated above. Consultant shall obtain the written approval of the Town Manager or his designee before work is commenced on any additional service.
  - b. Fees for additional services:
    - Emergency Response
      - Cost: \$121 per hour
    - Network Administrator
      - Cost: \$81 per hour
    - Helpdesk Technician
      - Cost: \$41 per hour
    - Emergency Alpha / Bravo Coverage (emergency situations that require 24-hour IT support, i.e., hurricanes, terrorist acts, etc.)
      - Cost: \$1,950 per day
    - Microsoft 365 Backups (includes mailbox, OneDrive & SharePoint)
      - Cost: \$2.50 per user per month
    - Enhanced Email Filtering
      - Cost: \$4 per user per month
    - End User Phish Testing & Training
      - Cost: \$2 per user per month
    - Server Backups (multiple daily backups and real time offsite replication)
      - \$100 per server per month.