



**BAREFOOT BAY  
RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
January 8, 2021 at 1:00 PM  
Building D&E

Agenda

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Approval of Minutes**
  - A. Minutes dated December 4, 2020
- 5. Treasurer's Report**
  - A. Treasurer's Report
- 6. Presentations and Proclamations**
- 7. Oath of Office**
- 8. Reorganization of the BOT**
- 9. Appointment of NRP Sub-Committee**
- 10. Audience Participation**
- 11. Unfinished Business**
  - A. Phased Re-Opening Discussion
  - B. Violations Committee Appointments
- 12. New Business**
  - A. Confirmation of New IT Vendor Contract Execution
- 13. Manager's Report**
  - A. January 8th Community Manager's Report
- 14. Attorney's Report**
- 15. Incidental Trustee Remarks**
- 16. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.

Barefoot Bay Recreation District Regular Meeting



# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting

December 4, 2020

1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on December 4, 2020 Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Klosky called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Mr. Grunow.

## Roll Call

Present: Mr. Klosky, Mr. Maino, Mr. Loveland, Ms. Henderson, Mr. Grunow. Also, present, John W. Coffey, ICMA-CM, Community Manager, Cliff Repperger, General Counsel, Stephanie Brown, District Clerk, Rich Armington, Resident Relations Manager, Charles Henley, Finance Manager, Ernie Cruz, Golf Operations Manager, Kathy Mendez, Food & Beverage Manager, and Matt Goetz, Property Services Manager.

## Presentations and Proclamations

Employee milestone awards are presented for the period of March-December 2020. Mr. Klosky was given a video presentation for his 14 years of service to BBRD.

## Approval of Minutes

*Ms. Henderson made a motion to approve the minutes dated November 13, 2020. Second by Mr. Loveland. Motion passed unanimously.*

## Treasurer's Report

*Ms. Henderson made a motion to approve the Treasurer's Report for December 4, 2020 as read. Second by Mr. Grunow. Motion passed unanimously.*

## Audience Participation

Richard Schwatlow-636 Marlin Circle-spoke in favor of having a family mini golf night.

Louise Crouse-808 Sapodilla Drive -expressed her gratitude to Ms. Mendez for putting Mr. Klosky's video presentation together. She also expressed her gratitude to Mr. Klosky for his service to the BBRD.

Jeanne Osborne-100 Cherokee Court-wished Mr. Klosky the best in his retirement.

Nancy Isley-expressed her gratitude for everything Mr. Klosky has done for the BBRD community.

Carol Joseph-expressed her gratitude to the BOT and staff for making the BBRD what it is today. She also gave a special thanks to Mr. Klosky.



# BAREFOOT BAY RECREATION DISTRICT

## Unfinished Business

### Phased Re-Opening Discussion

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

*Ms. Henderson made a motion to revisit further re-openings at the next BOT Meeting. Motion failed*

*Mr. Maino made a motion to accept the Community Manager's proposed re-opening plan. Second by Mr. Loveland. Motion passed. 3-2. Ms. Henderson and Mr. Klosky dissented.*

### Steward Medical Group Proposed Ground Lease Letter of Intent

Mr. Repperger gave an overview of the Steward Medical Group lease proposal.

Ms. Henderson asked if 9 months was a reasonable amount of time to construct the medical clinic. Mr. Repperger responded yes; Steward Medical Group stands by the timeframe. Also, in comparison to similar projects, the timeframe is reasonable. Mr. Loveland and Mr. Grunow spoke in favor of the letter of intent. Mr. Maino asked what the consequences were if Steward Medical Group decided to walk out of the project. Mr. Repperger responded that they would be in violation of the lease agreement.

*Ms. Henderson made a motion to accept the proposed Steward Medical Group ground lease. Second by Mr. Maino. Motion passed unanimously.*

## New Business

### DOR Violations

#### DOR Violation 18-003582 701 Bougainvillea Circle

*Ms. Henderson made a motion to refer case #18-003582 Bougainvillea Circle to General Counsel Repperger for legal action, equitable or other appropriate action with failure to comply. If the BOT brings any such action to enforce DOR, the charge for such action shall be charged to the Respondents account and shall constitute as a lien. Second by Mr. Maino. Motion passed unanimously.*

### Interlocal Agreement with Brevard County for Potential CARES Act Funding

Community Manager recommends BOT approval of draft CARES Act Funding Interlocal Agreement with Brevard County Board of County Commissioners.

*Mr. Maino made a motion to approve the draft CARES Act Funding Interlocal Agreement with Brevard County Board of County Commissioners. Second by Ms. Henderson. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Resident Relations-Finance Reorganization**

Resolution 2020-16 read by Mr. Repperger:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT AMENDING RESOLUTION 2020-08; AMENDING THE BUDGET.

*Ms. Henderson made a motion to approve the resolution #2020-16 as read. Second by Mr. Maino. Motion passed unanimously.*

## **Building A Renovations Project: Change Order #3**

Staff recommends the BOT approve Change Order #3 in the amount of \$17,767.50 as submitted by Parkit Construction for the addition of electrical service, lights, and ceiling fan outlet to the Pavilion and instruct staff to execute a Budget Transfer from R&M Contingency in the same amount.

*Mr. Grunow made a motion to approve Change Order #3 in the amount of \$17,767.50 as submitted by Parkit Construction for the addition of electrical service, lights, and ceiling fan outlet to the Pavilion and instruct staff to execute a Budget Transfer from R&M Contingency in the same amount. Second by Ms. Henderson. Motion passed unanimously.*

## **CVO Donation to Offset Cost of Pavilion Electrical Service Change Order to Building A Renovations Project**

Staff recommends the BOT accept the \$2,555.78 donation from the CVO to offset the cost of electrical service, lights, and ceiling fan outlet to the Pavilion.

*Mr. Loveland made a motion to accept the \$2,555.78 donation from the CVO to offset the cost of electrical service, lights, and ceiling fan outlet to the Pavilion. Second by Ms. Henderson. Motion passed unanimously.*

## **2021 Independence Weekend Fireworks Display**

Staff recommends the BOT waive the second bid requirement and approve the proposal from Zambelli in the amount of \$10,000.00.

*Mr. Maino made a motion to waive the second bid requirement and approve the proposal from Zambelli in the amount of \$10,000.00. Second by Ms. Henderson. Motion passed unanimously.*

## **FY21 Employee Pay and Classification Plan**

Resolution 2020-15 read by Mr. Repperger:

A RESOLUTION OF THE BAREFOOT BAY RECREATION DISTRICT SUPERSEDING AND REPLACING RESOLUTION 2019-17 AND ADOPTING AN EMPLOYEE PAY AND CLASSIFICATION PLAN FOR FISCAL YEAR 2020-2021; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT WITH OTHER PROVISIONS; AND, PROVIDING FOR AN EFFECTIVE DATE.

*Ms. Henderson made a motion to approve the resolution #2020-15 as read. Second by Mr. Maino. Motion passed unanimously.*



# BAREFOOT BAY RECREATION DISTRICT

## **Violations Committee Appointments**

Staff recommends the BOT appoint Ms. Vickie Sloss and Mr. John Vogt to the vacant voting member positions for a 3-year term and two property owners to the vacant alternate positions for 3-year terms.

*Mr. Grunow made a motion to appoint Ms. Vickie Sloss and Mr. John Vogt to the vacant voting member positions for a 3-year term and two property owners to the vacant alternate positions for 3-year terms. Second by Ms. Henderson. Motion passed unanimously.*

## **BOT 2021 Regular Meeting Schedule**

Staff recommends the BOT approve the proposed dates for the regularly scheduled BOT meeting in calendar year 2021 and authorize staff to advertise them in the Florida Today.

*Mr. Maino made a motion to approve the proposed dates for the regularly scheduled BOT meeting in calendar year 2021 and authorize staff to advertise them in the Florida Today. Second by Mr. Grunow. Motion passed unanimously.*

## **Manager's Report**

### Resident Relations

#### **ARCC Meeting 11/24/20**

- 26 Consent items – all approved
- 7 Other items – 5 approved, 1 approved with stipulations, and 1 denied
- 3 Old Business – all approved (extension requests)

#### **Next ARCC Meeting 12/8/20 Agenda**

- 1 Old Business – Resubmittal of new plans
- 10 Consent Items
- 13 Other Items

#### **Violations Committee Meeting 12/04/20**

- 27 cases are on the agenda
  - 16 found in violation
  - 5 DOR is working with the homeowners
  - 6 Cases came into compliance prior to the meeting



# BAREFOOT BAY RECREATION DISTRICT

## Next Violations Committee Meeting

- Scheduled for January 8th in Bldg. D/E at 10am

### Property Services

- Installed Christmas decorations
- Trimmed trees along the Barefoot Blvd. and Micco RV
- Addressed burned out overhead lights at the pools
- Completed maintenance tasks at Pool #2
- Began pressure washing and prepping for paint at Pool #2
- Subcontracted the removal of a large Oak struck by lightning off Egret circle (on common area near the Lake)
- Met with engineers to measure the shopping center units as part of the electrical infrastructure improvement design project
- Addressed a stuck gate at Micco RV
- Replaced burned out solenoid at the lawn bowling irrigation
- Replaced damaged and stained ceiling tiles in D/E
- Repainted sidewalk in front of pool 2
- Replaced damaged soffit at pool 2
- Began repairs to pool 2 restrooms
- Replaced all the locks on the bulletin boards
- Treated fire ant mounds in various locations on common grounds
- Made repairs to shed back of Bldg. A
- Addressed all current DOR violations
- Continued to solicit for bids/quotes for various projects

### Golf-Pro Shop

- Now playing at your golf course
  - Saturday Mixed Couples
  - Sunday PM Scrambles
  - Call Pro Shop 664.3174 for details
- Christmas for Kids Tournament
  - Saturday, December 5<sup>th</sup>
- Dec 6<sup>th</sup>: Golf Course parking lot closed at noon for Christmas Parade
- December 25<sup>th</sup>
  - Course Closed
- December 31<sup>st</sup>
  - Course Closes at 2pm
  - Last Cart out at 10am
- Ernie says "only 20 more Shopping Days till Christmas." Get your BBRD logoed gifts at the Pro Shop.

### Food and Beverage

- December 24<sup>th</sup>
  - 19<sup>th</sup> Hole closes at 6pm
  - Lounge closes at 6pm



# BAREFOOT BAY RECREATION DISTRICT

- December 25<sup>th</sup>
  - 19<sup>th</sup> Closed
  - Lounge Closed
- December 31<sup>st</sup>
  - 19<sup>th</sup> Hole closes at 8pm
  - Lounge closes at 9pm

## General Information

**Beach Restroom Project Update** – As I previously inform the BOT, the site plan is complete. In a follow up phone conversation with TLC this week, I learned there is no part of our beach property where the restrooms can be installed without the required 40-foot pilings as a foundation. There is a possibility of getting a variance from Brevard County but there is no assurance it will be granted. If we do not get the variance the cost estimate of installing the pilings starts at \$80,000. Therefore, staff will not start looking for septic tank and drain field contractors until we receive direction from you on how to proceed (apply for variance or absorb the cost of the pilings). Due to the change in the BOT, I recommend that we hold a brief workshop on January 14th at 6pm prior to the planned FY22-26 Budget Townhall meeting.

**Lounge/Lakeside Expansion Project Design Update** – BBRD's engineering firm anticipates having the final design package completed in early December. To get this project executed in a timely manner next summer, the 2021 BOT should commit to issuing a request for proposal by the second meeting in January and also authorize (fees to be paid in advance) the validation process (court process that ensures we can legally incur the debt) at about the same time. Staff plans on engaging the new BOT about their desire regarding this project at the January 14<sup>th</sup> FY22-26 Budget Kickoff Townhall Meeting.

**Shopping Center Electrical System and Parking Lot lighting Upgrade Design** – The design is substantially completed, but due to a lack of historic construction, I authorized a supplemental services proposal for \$2,100 to map the electrical systems within the rental spaces. Once, the mapping service is completed, the design will be drawn over the mapping and the design plans will be completed for staff to issue an RFP.

**Change in Information Technology Vendors** – As I previously informed the BOT, this week I signed a contract with Omega Technology Solutions to be BBRD's IT vendor starting December 10, 2020. Although I exceeded my spending authority, I believe avoiding a typical RFP/RFQ process was warranted to ensure the maximum level of security of BBRD's data. I will be placing an agenda item on the January 8<sup>th</sup> BOT meeting to publicly confirm my actions.

Mr. Coffey gave a special thanks to Ms. Henderson for her 2yrs of service. He also thanked Kathy Mendez for her service for the roast video. He also expressed his gratitude to Mr. Hughes, Mr. Watson, and the District Clerk for video/streaming services. Mr. Coffey thanked Mr. Klosky for his support during his time as Community Manager, and for his years of service to the BBRD.

**Big Announcement** – Everyone is on Santa's good list this year!



# BAREFOOT BAY RECREATION DISTRICT

## **Attorney's Report**

Mr. Repperger gave an overview of the DOR status list. He stated that he will try to keep the status list updated frequently. Blissful Things case update: Mr. Repperger stated that an affidavit setting out amounts of rent that was due is needed to set the hearing. Ms. Henderson inquired about the Shopping Center Roof Project. Mr. Repperger stated that is the next project he will work on.

Mr. Repperger expressed his gratitude for all that Mr. Klosky has done and stated that it has been a pleasure to work with him. He also thanked Ms. Henderson for her service.

## **Incidental Trustee Remarks**

Mr. Loveland expressed his gratitude to Mr. Klosky for his dedication and support to BBRD.

Mr. Grunow expressed his gratitude to Mr. Klosky for his service. He also thanked the BOT for how they have handled the COVID-19 pandemic.

Ms. Henderson expressed her gratitude to Mr. Klosky for his service. She also wished everyone Happy Holiday.

Mr. Maino expressed his gratitude to Ms. Henderson and Mr. Klosky for their service.

Mr. Klosky expressed his gratitude to Ms. Mendez for his video presentation. He stated that enjoyed the time he spent serving BBRD and wished everyone a Happy Holidays!

## **Adjournment**

The next meeting will be on January 8, 2020 at 1pm in Building D/E

Ms. Henderson made a motion to adjourn. Mr. Klosky adjourned.

Meeting adjourned at 3:12pm

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Jeff Grunow, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

January 8, 2021

### Cash Balances in General Fund as of 12/29/20

Petty Cash **Total Petty Cash:** \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account 3,687,010.69

**Total Operating Accounts:** 3,687,010.69

### Interest Bearing Accounts

SBA Reserve Account 699,076.30

**Total Interest Bearing Accounts** 699,076.30

**Total Cash Balances in General Fund:** **\$ 4,388,586.99**

### Total Daily Deposits and Assessments Received for 11/24 - 12/29/20

Daily deposits: \$ 130,801.42

Assessments received: 1,878,432.95

**Total Deposits Received** **\$ 2,009,234.37**

### Expenditures over \$5,000 for 11/24 - 12/29/20

Check Number	Vendor	Description	Check Amount
56242	Special District Services, Inc	Management Fees: 11/20	13,596.60
56245	White Bird Law	Legal Fees: 10/20	11,312.50
56278	ABM Landscape & Turf Services	Golf Course & Ball Field Maint. - 12/2020	38,955.02
56289	Florida Municipal Insurance Trust	Insurance: 2nd Installment	36,908.00
56335	Parkit Construction, Inc.	Pay Request #4 for Bldg A Renovations	73,136.82
56341	White Bird Law	Legal Fees: 11/20	14,275.39
	Paychex	Net Payroll - PPE 11/22/20	55,661.70
	United States Treasury	Payroll Taxes - PPE 11/22/20	15,579.51
	Paychex	Net Payroll - PPE 12/6/20	57,951.71
	United States Treasury	Payroll Taxes - PPE 12/6/20	16,561.70
	Paychex	Net Payroll - PPE 12/20/20	52,816.34
	United States Treasury	Payroll Taxes - PPE 12/20/20	15,130.13
	Florida Department of Revenue	Sales Tax: 11 /20	7,507.35
<b>Total Expenditures over \$5,000</b>			<b>\$ 409,392.77</b>

## Board of Trustees

Date: Friday, January 8, 2021  
Title: **Phased Re-Opening Discussion**  
Section & Item: 11.A  
Department: Administration, District Clerk  
Fiscal Impact: N/A  
Contact: John W. Coffey ICMA-CM, Community Manager  
Attachments: Re-opening history, BBRD reopening timeline  
Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager



### Requested Action by BOT

Assessment of current conditions and consideration of further re-openings based on the conditions-based re-opening timeline.

### Background and Summary Information

(Actions taken by the BOT and staff from Friday, May 8, 2020 through Friday, October 9th are listed as an attachment to this agenda memo.)

#### Tuesday, October 27, 2020

The BOT decided by consensus to not make any changes to the re-opening status, as recommended by staff, and will re-examine the situation at the next BOT meeting.

#### Friday, November 13, 2020

The BOT voted to put tables and chairs back on the 19th Hole porch and by consensus to keep the Billiards room closed. Staff stated their intent to provide at the December 4th BOT meeting a proposal to start limited lunch service at the 19th Hole and outdoor limited capacity weekend entertainment Lakeside starting in January 2021.

#### Friday, December 4, 2020

The BOT, by a 3-2 vote, accepted the following recommendation of staff to commence the first week of January 2021.

##### 19th Hole

- Lunch service 11am-3pm Monday – Saturday
- Hot dogs only on Sundays
- Prepared bar snacks 3-7pm

##### Lounge

- Hot dogs, snacks, and and/or pre-packaged food 2-9pm

##### Lakeside

- Entertainment alternate Saturdays and Sundays from 2-6pm (1 per weekend) with limited capacity (approximately 250 to start)

##### Catering

- Small event (clubs/organizations) catering at Building D/E through the 19th Hole
- Catering out of Building A to start in late March 2021 (after completion of the Building A Renovations project)

For the BOT meeting of January 08, 2021

The Administration Building will return to normal days of operations (has been closed on Fridays since early days of pandemic to reduce hourly employee costs) on Monday, January 11, 2020.

Staff does not anticipate any other re-opening recommendations at this time but will proffer any needed changes based on operational needs and COVID-19 conditions at the meeting.

Underlying the choices is probability that the more open BBRD buildings and amenities become the more likely future COVID-19 exposures will occur requiring temporary closures. The reader should note that under current BBRD Employee COVID-19 policies, all employees who are sent home for work related testing and/or who miss work for work related COVID-19 illnesses will be paid their scheduled hours. Therefore, the more COVID-19 exposures that occur, there will be a corresponding higher personnel cost to BBRD.

The following information (in italic) was contained within the May 8, 2020 agenda memo.

*Due to the impact of the Coronavirus pandemic, Chairman Klosky and staff incrementally closed amenities and buildings starting on March 16th in accordance with state and federal guidelines and executive orders. Staff developed the attached conditions-based re-opening timeline that is based on the 3-phase re-opening guidance from the White House last month and being followed loosely by Governor DeSantis. Readers should infer any specific dates and should understand the proposed timeline is not meant to be rigidly implemented but was developed to provide a transparent means of the multi-steps staff will take in re-opening specific amenities and buildings.*

*The likelihood of subsequent spikes in infections in Florida and/or Brevard County may necessitate the temporary reversal of openings (i.e. restricting or closing specific amenities/buildings that were in one of the early phases of re-opening. Additionally, the public should not confuse BBRD phases with elements of phases identified by national, state or local leaders. While the four-phase proposal for BBRD is built upon the White House's three-phase proposal, the overwhelming number of residents who fall within the "vulnerable population" category requires a more cautious and graduated approach in re-opening to ensure maximum personal protection from the spread of the virus to staff and the public. Hence, staff developed the attached conditions-based timeline for re-openings in an attempt to provide maximum use of facilities while following guidelines to ensure the safety of residents, guests and staff.*

*Lastly, the reader should clearly understand that staff will not under any circumstances make the decision to re-open specific amenities/buildings without direct BOT approval in a public meeting. Most people understand the diverse range of opinions in BBRD regarding closures and re-opening and it is simply poor public policy for staff to make a decision (which will be poorly received by one side or the other in this issue) and then flood the individual Trustees with complaints and attend the next scheduled BOT meeting to seek a reversal of staff's actions. The BOT by pre-approving all re-openings will allow the public to participate in the initial decision-making process rather than seek to the BOT to later reverse a decision by staff.*

## Board of Trustees Meeting Agenda Memo Attachment

Date: January 08, 2020  
Title: **Phased Re-Opening Discussion – Pre-October 27, 2020 Actions**

### Friday, May 8, 2020

The BOT reviewed the proposed conditions-based re-opening timeline and reached a consensus to re-open the beach, keep the pools closed, and revisit this issue at each meeting going forward.

### Tuesday, May 26, 2020

The BOT approved the remainder of Phase 1 re-opening effective June 8, 2020.

### Friday, June 12, 2020

The BOT voted to move into Phase 2 with the following specific re-opening dates and conditions:

Monday, June 15th

- Pool #1 capacity will increase to 54 including staff
- Pool #3 capacity will increase to 27 people including staff

Wednesday, June 17th

- Group exercise programs will re-start at Pool #3
  - Lap swimmers 9-10am
  - Hydrotherapy 10:15-11:15am
  - Aquatic Exercise 11:30am-12:30pm

Friday, June 19th

- The Lounge will re-open with a capacity of 40 people including staff (hours of operations to be determined). Music, live entertainment, and street dances are still prohibited. Only prepackaged snack food will be available.

Monday, June 22nd

- Pool #1 Pavilion (capacity of 18) and Picnic areas (capacity of 29) will be open to use by reservation with the Calendar Coordinator
- The Administration Building will re-open to the public Monday through Thursday with an hour closure each day (Noon to 1pm) to clean and sanitize common areas
- Building D/E will re-open for residents' use (by reservations only) with a capacity of 35 people, including staff

Friday, June 26th

- The 19th Hole will re-open with a capacity of 34 people including staff. The kitchen will remain closed, however, a daily snack special and grab and go items will be available (hours of operations to be determined). Pasta Night continues to be suspended.

On Friday, June 26th the state suspended the operations of bars and night clubs, thereby closing BBRD's Lounge and 19th Hole indefinitely.

### Friday, August 14<sup>th</sup>

- Consensus of the BOT to add Aqua Zumba exercise classes to Pool #3 starting on September 1, 2020.
- Trustee Henderson questioned if the Golf Course could go back to 8-minute tee times (from the current Phase 2 16-minute tee times). Staff will provide the BOT with a memo from Golf Operations Manager Cruz prior to the August 25<sup>th</sup> meeting summarizing the issues so the Trustees can consider how to proceed.

### Tuesday, August 25<sup>th</sup>

The BOT discussed moving tee times from 16 minutes intervals to 12 minute intervals. Ultimately, no changes were made to the current modified Phase 2 re-opening practices.

On Thursday, September 10, 2020, the Florida Department of Business and Professional Regulation rescinded their closure of bars effective Monday, September 14, 2020 with a re-opening capacity of 50%.

On Friday, September 25, 2020, Governor DeSantis issued an executive order lifting all previous BBRD applicable COVID-19 related restrictions (excluding ability to have closed BOT meetings).

### Tuesday, September 22<sup>nd</sup>

The BOT voted to move tee times from 16 minutes intervals to 12-minute intervals and move at least one group exercise class to Pool #1. Additionally, the BOT reached a consensus to adopt the Food & Beverage Department recommendation to re-open the Lounge with takeout window service.

### Friday, October 9<sup>th</sup>

The BOT voted to accept staff's recommendation to transition to BBRD Phase 3 re-opening. A summary of the changes is provided below:

- Pools
  - Pool 1 hours of operation are 9am-9pm Monday-Sunday.
  - Pool 3 hours of operation are 9am-6pm Monday-Sunday.
  - The pools will be disinfected throughout the day, however, there will be no pool closures for disinfecting during normal hours of operation.
- Golf-Pro Shop
  - Resume two-players per golf cart, with option to ride alone if sufficient carts are available
  - Expansion of group sizes and resumption of previously suspended groups
  - Picnic tables replaced outside of the 19<sup>th</sup> Hole
- Food and Beverage
  - Lounge
    - Hours of operation 2-9pm
    - Capacity inside-60 (including staff)
    - Picnic area-59 (including staff)
  - 19<sup>th</sup> Hole
    - Hours of operation 9am-7pm (changed to 11am-8pm [Mon.-Sat.] and 8am-8pm on Sundays effective November 4<sup>th</sup>)
    - Capacity-51 (including staff)
    - No seating on the porch

## A Conditions Based “Reopening BBRD” Timeline

The following BBRD re-opening timeline is conditions based. No specific dates are included or inferred. BBRD phases shall not occur before the corresponding State of Florida phase and may begin well after the similarly number State phase due to the demographical nature of BBRD residents. The following is meant to communicate the planned re-opening of BBRD facilities to the public. In the case of resurgence of coronavirus infections in Brevard County, closures and/or limitations of services/amenities will be in reverse order. Implementation of specific elements may be staggered depending upon conditions and staff. The Community Manager will not implement any of the phased openings without explicit BOT consent at a public meeting.

### Phase 1

- Assumes continuation of 6 feet social distancing in groups of 10 or more
- The public will be given 3-7 days’ notice of re-opening which shall only occur on a Monday, Tuesday, Wednesday or Thursday.
- All employees will be provided personal protective equipment and hand sanitizers. Their use is optional and not mandatory. Those requesting additional personal measures will be accommodated when feasible.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- 2 pools can re-open with reduced capacity and additional pool hosts
  - Pools #1 and #2 have work to be performed this summer. Each pool will be closed for the duration of the work while the other one will be open.
  - Residents/guests will have their temperatures taken prior to entrance into the pools. Entrance will be denied for those above the acceptable number
  - Capacity at pools will be the following:
    - #1: 27 people including staff
      - Pavilion, Picnic area, and Lakeside/behind the Lounge areas will remain closed
    - #2: 17 people including staff
    - #3: 17 people including staff
  - Residents/guests will be limited to 90 minutes at the pools ~~if there is a waiting line~~
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Beach parking will re-open
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building remain closed to the public
- Lounge and 19<sup>th</sup> Hole remain closed
- Meeting rooms remain closed

## Phase 2

- Assumes continuation of social distancing and an increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.
- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to "moderate" but not eliminated
  - Capacity at pools will be the following:
    - #1: 54 people including staff (excluding other areas listed below)
      - Pavilion: 18 people (reservations only)
      - Picnic area: 29 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 27 people including staff
    - #3: 27 people including staff
  - Residents/guests will be limited to 90 minutes at the pools if there is a waiting line
  - Group activities are prohibited
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule (two members of the same household may ride in the same cart)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
- Administration Building re-open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole will open under the following conditions
  - Reduced capacity and limited hours of operations
    - Lounge: (30% capacity or 40 people including staff)
    - 19<sup>th</sup> Hole (30% capacity or 34 people including staff) (Chairs will not be available on the porch)
    - Staff at each site to ensure proper social distancing and that capacity is not exceeded
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis (items that do not require a cook in the kitchen during service).
  - No Street Dances, Pasta Night or catering
- Meeting rooms remain closed with exception of Building A
  - Use of Building A will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded

## Phase 3

- Assumes continuation of social distancing and further increase in the number of people in groups exempt from guideline
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday.

- Residents/guests will have their temperatures taken prior to entrance into facilities. Entrance will be denied for those above an acceptable reading.
- A maximum of two pools will be open
  - Restrictions on capacity will be relaxed to “light” but not eliminated
  - Capacity at pools will be the following:
    - #1: 108 people including staff (excluding other areas listed below)
      - Pavilion:37 people (reservations only)
      - Picnic area: 59 people (reservations only)
      - Lakeside/behind the Lounge areas will be open but will not have its own capacity (i.e. folks from the pool and Lounge can go there but there will be limited furniture set out)
    - #2: 37 people including staff
    - #3: 37 people including staff
  - Residents/guests will be limited to 90 minutes ~~at the pools if there is a waiting line~~
  - Group activities are allowed if proper social distancing is followed. Staff shall have discretion to halt specific group activities if proper social distancing is not followed.
  - Furniture will be spaced according to social distancing guidelines
- Golf Course will remain on reduced tee times and one person per cart rule will be relaxed (two people can ride in a single cart but golfers will have the option of riding separately if they elect)
- Pro Shop will continue to operate in a limited capacity basis
  - Members will continue to check in with Player Assistant
  - Entry will be limited to official business only
  - A maximum of 10 occupants and practiced social distance
  - Due to limited tee times, golfers will continue to be teamed up to complete a foursome
  - All picnic tables outside of the 19<sup>th</sup> Hole will be reinstalled and available for use with a maximum of 24 individuals allowed seated
- Administration Building remains open Monday through Thursday with a one-hour closure mid-day for sanitizing public areas
- Lounge and 19<sup>th</sup> Hole remain open under the following conditions
  - Relaxed reduced capacity and limited hours of operations
    - Lounge: (50% capacity or 60 people including staff)
    - 19<sup>th</sup> Hole (50% capacity or 51 people including staff) (Chairs will not be available on the porch)
  - No live music or entertainment
  - Lounge will only serve beverages and pre-packaged snacks
  - 19<sup>th</sup> Hole will not have kitchen service. Very basic food items will be available on a limited basis.
  - No Street Dances, Pasta Night or catering
- Meeting rooms usage
  - Use of Building A will be limited to 75 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Use of Building D/E will be limited to 50 people with a minimum one-hour gap between set up time and end of use by previous group for sanitizing purposes. Staff will be present during usage to ensure proper social distancing and that capacity is not exceeded.
  - Building C, Pool Room and Administration Conference Room will remain closed.

#### Phase 4

- Assumes an end to social distancing
- The public will be given 3-7 days' notice of implementation of phase which shall occur on a Monday. Implementation of specific elements may be staggered depending upon conditions and staff.
- All pools will be open
  - Capacity at pools will be the following:
    - #1: 509 including staff in all areas within metal fencing excluding the inside of buildings
    - #2: 54 people including staff
    - #3: 54 people including staff
- Golf Course will go back to standard tee times and two-person per cart rule
  - Picnic tables will resume full capacity
- Pro Shop will resume normal operating procedures
- Administration Building resumes normal hours of operations
- Lounge and 19<sup>th</sup> Hole resumes full indoor capacity, regular hours of operations and live music and entertainment
  - Lounge:
    - 119 capacity including staff
    - Lounge will only serve beverages and pre-packaged snacks (lunch permanently discontinued)
  - 19<sup>th</sup> Hole
    - 102 capacity including staff
    - 19<sup>th</sup> Hole will resume kitchen service
    - Seating will be available on the porch
  - Street Dances, Pasta Night and Catering will resume when demand is present and events are profitable
- Meeting rooms usage
  - All rooms are open
  - Staff for crowd monitoring will be limited to Music Bingo and other events as needed.

**Board of Trustees**

**Meeting Agenda Memo**

Date: Friday, January 8, 2021  
Title: **Violations Committee Appointments**  
Section & Item: 11.B  
Department: Resident Relations, DOR  
Fiscal Impact: N/A  
Contact: Richard Armington, Resident Relations Manager, John W. Coffey  
ICMA-CM, Community Manager  
Attachments: Holmberg resume2020, Preston resume, Preston additional information 1, Preston additional information 2, Resolution 2010-18



Reviewed by  
General Counsel: No  
Approved by: John W. Coffey, ICMA-CM, Community Manager

**Requested Action by BOT**

Appointment of two homeowners to alternate positions for 3-year terms if sufficient resumes/letters of interest are received.

**Background and Summary Information**

On December 4, 2020 13 appointed Ms. Vickie Sloss and Mr. John Vogt (previous alternate members of the Violations Committee) to the vacant voting member positions for a 3-year term. Staff begun advertising for resumes/letters of interest for the alternate positions in late November.

At the time of the drafting of this agenda memo, the following individuals submitted resumes/letters of interest for consideration of appointment to the Violations Committee:

- Stephen A. Holmberg
- Paul Preston

Additional resumes/letters of interest that are received prior to the meeting will be forwarded to the BOT and placed on [www.bbrd.org](http://www.bbrd.org).

Staff recommends the BOT appoint two property owners to the vacant alternate positions for 3-year terms (if sufficient number of resumes/letters of interest were received).

**Stephen A. Holmberg**

506 Puffin Dr  
Sebastian, Florida  
32976

[Sbumpkins@yahoo.com](mailto:Sbumpkins@yahoo.com)

Cell: 386-986-8578

## **EXPERIENCE**

United States Department of State  
Diplomatic Security Service  
Washington, DC 20510  
1977-2005

36 years with the US Department of State, Diplomatic Security Service, Foreign Service of the United States, as Section Chief, Branch Chief, Director, with additional duties as the Program Manager for several large contracts. I have served at 42 United States Embassies.

- Building security
- Site security
- Disaster recovery
- Building plans and reviews for security, safety, and material
- Risk Management policy, plans, and schemes.
- Security for the Ambassador, employees and families.
- Certified as a building security expert
- Construction techniques, electric, plumbing and like security systems
- Investigations
- Intelligence

### Education:

- Senior level courses Foreign Affairs Institute
- National War College
- Foreign Service mid level management course
- Diplomatic Security management
- Other USGOV course
- B.S. Sociology Univ of Pa
- Mstrs. Criminal Psychology

911 Fir Street Barefoot Bay, FL 32976  
Cell phone (561-756-0233) (772-202-4799) [prezpresto@aol.com](mailto:prezpresto@aol.com)

## PAUL PRESTON

### Qualifications

- Florida Licensed Community Association Manager
- Florida licensed realtor
- Experienced Condominium/Rental Complex Manger
- President of self-managed Homeowner Association
- Director of Operation of a telephone switch manufacturer (70 employees)
- Supervisor of a Telephone Engineering Group (10 employees)
- Master scheduler of over 1200 projects in both the U.S. and International Markets
- Project Manager of telecommunication projects involving 6 states and 39 cities.
- Global Network Planner involving 1400 cities in 52 countries.
- Project Manger of 2 North American Field Trials
- Volunteer Coordinator of YMCA programs for ages 9 to 18
- Electrical tester background
- Coordinated irrigation project
- Budget preparation
- Familiar with Continental's programs and procedures needed to manage a fractured community
- Worked with Julio Robaina and his Nine-member House Select Committee on Condominium and Homeowner Governance to implement changes introduced into law in 2008.

### Professional Experience

8/2006 – 9/2011: Continental's Community Association Manager at Polo Glen Luxury Condominium in Plantation, FL

- Manage maintenance crew and selected vendors
- Provided monthly reports including financial statements and variance details
- Monitored monthly maintenance payments per association guidelines and issued the paper worked needed to involve the attorney when appropriate
- Managed Polo Glen in accordance with the City, State, and Federal regulations, these regulations involved pool, fountains, irrigation system, lakes, and landscaping
- Pool renovation
- Building painting and concrete renovation
- Y2000k program administrator

## **Additional Experience**

### **American Digital Switching System – Melbourne, FL**

- Worked with Design Engineers to develop an application package to guide installers in applying the company's product to place a call from any city in the world to any other city in the world.
- Acted as project manager for ADS's North American Field Trial, scheduled, monitored and tracked all elements of the company's product from design to final payment
- Promoted to Director of Operations, tasked with procurement of parts, assembly of units, system testing, shipping, and Customer Service.

### **CIT-Alcatel - Reston, VA**

- French Telephone Switch Manufacture with 350,000 employees worldwide.
- Managed CIT-Alcatel's North American Field Trial that involved tracking parts through customs. Installing a switch into the worldwide network and collecting the final dollar

### **Global One – Reston, VA**

- Global Network Planner tasked with routing telephone calls and collecting revenue for call between 1400 cities in 52 countries.

### **Datametrics – Orlando, FL**

- Manufacture of rugged printer for military and commercial customer. Designed to be parachuted into combat and still be operational.
- Managed their Y200k program.

### **Siemens – Boca Raton, FL**

- Supervisor of their Application Engineering Group of 10 engineers

North Electric became ITT – Galion, OH & Cape Canaveral, FL

- Assembled, tested telephone systems, engineered installation packages to aid installers in placing the telephone switch into the worldwide network

## **Awards**

- YMCA Volunteer of the Year
- YMCA Man of the Year
- Current world record holder of the unbreakable record.



CIT-ALCATEL, INC.

13775 McLearen Road  
Herndon, Virginia 22071  
(703) 481-2000

*October 14, 1986*

*Paul, it gives me great pleasure to congratulate you on this your five year employment anniversary with CIT-ALCATEL, INC.*

*In our fast-paced environment, too often we do not have the opportunity to say "thank you" to the people whose dedication and contributions to our organization have helped it grow.*

*Over the years we have achieved many milestones, none of which could have been accomplished without the enthusiasm and dedication of employees such as yourself.*

*You have been instrumental in coordinating many of our projects. Your attention to detail and determination in seeing a job through are to be commended. Your efforts have been appreciated by our customers.*

*I wish to extend my personal thanks to you for your dedication and loyalty. I look forward to many more years of working with you at CIT-ALCATEL, INC.*



*Paul Caizergues*



ITT North Telecommunications Switching Division

*Extends congratulations to*

PAUL PRESTON

*With sincere appreciation for*

*Fifteen Years of loyalty and cooperation.*

*Throughout this association, mutual respect and*

*goodwill have continued to grow.*

*May each year in its turn bring you health and happiness.*

  
Personnel Director

  
Employee Relations Director

  
President and General Manager

September 8, 19 79  
Date

Affidavit  
AFFIDAVIT RELATED TO BAREFOOT BAY

STATE OF FLORIDA COUNTY OF BREVARD

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ who after being duly sworn, deposes and says: I verified the following:

1. During the August 9, 2019 BOT meeting Paul Preston revealed many Bay's clubs and organizations tax-exempt status was revoked for failing to file the mandatory 990 form 3 consecutive years. Preston asked the BOT to fix these issues.
2. During the 9.13.2019 BOT meeting Paul Preston reported the softball league committed a felony by violating 817 when the league submitted a false statement to the State claiming the shareholders voted to voluntarily dissolved the league but continues to play in violation of 817.
3. Having reviewed Florida's Secretary of State Laurel Lee's Certification declaring the league dissolved in April of 2019 does not reflect the action of the League. The League did not dissolve.
4. The league did not dissolve and according to State employees including Lee the league did not dissolve.
5. Scores were published in the Tattler proving a felony occurred.
6. 80 players can testify they played in 2019-2020, further proof a felony occurred.
7. Only one made a false statement, both can not be true. I verified Lees account is the true statement. Subjecting her to immediate discharge for refusing to execute her oath as mandated by 876.06.
8. This applies to others who violated 876-06 paid or not.
9. Other statutes showing the penalties for not report a crime or concealing a crime.
10. understand making false statements or knowingly fail to report a crime subject me to prosecution.

FURTHER AFFIANT SAYETH NAUGHT:                      SIGNATURE \_\_\_\_\_

For: \_\_\_\_\_

SWORN TO and SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_ Print name of Notary Public

My commission Expires:

## Affidavit

The statute spells out this purpose in subsection , which states:

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

(1) **falsifies, conceals**, or covers up by any trick, scheme, or device[ , ] a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title, **imprisoned not more than 5 years or, ...**

### ***(ii) 876.06 Discharge for refusal to execute.***

--If any person required by ss. 876.05-876.10 to take the oath herein provided for fails to execute the same, the governing authority under which such person is employed shall cause said person to be immediately discharged, and his or her name removed from the payroll, and such person shall not be permitted to receive any payment as an employee or as an officer where he or she was serving.

## **Title 18, U.S.C., Section 241 - Conspiracy Against Rights**

This statute makes it unlawful for **two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state,** territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States,

**817.155 Matters within jurisdiction of Department of State; false, fictitious, or fraudulent acts, statements, and representations prohibited; penalty; statute of limitations.**--A person may not, in any matter within the jurisdiction of the Department of State, knowingly and willfully falsify or conceal a material fact, make any false, fictitious, or fraudulent statement or representation, or make or use any false document, knowing the same to contain any false, fictitious, or fraudulent statement or entry. A person who violates this section is guilty of a felony of the third degree

When is it a crime not to report a crime.

### **Failure to Report a Crime under Federal Law (18 U.S.C. section 4)**

Federal law prohibits concealing information about specific crimes. Under 18 United States Code, Section 4, you may be obligated to report a crime if you are directly asked during a criminal investigation whenever:

You have knowledge of the commission of a felony;

The felony actually occurred; and The felony is a federal offense;

If you willfully conceal the commission of a felony federal offense, you can be charged with “misprision of a felony.”

Misprision of a felony is a form of obstruction of justice. If you are convicted, you face up to a **\$250,000 fine**, imprisonment up **to three years**, or both fine and imprisonment.

## **What May Happen When Special Districts Fail to Comply with Certain Requirements**

#### Affidavit

Since special districts are separate units of local government - not state or local programs overseen by another level of government - no single state agency or person has the authority to completely oversee special districts. The primary entity responsible for overseeing a special district is the special district's own governing board. Each governing board member is responsible for ensuring that the special district complies with all applicable laws and conducts its business as authorized by its charter and adopted budget.

Depending on the issue, when special districts fail to comply with a requirement, state and local agencies - as well as citizens - can take action. For example:

- The Governor **may suspend** or remove a special district governing body member under certain circumstances.
- The entity that created the special district can amend, merge, or **dissolve the special** district.
- The state attorney for the area can investigate and prosecute district officials who violate Government-in-the-Sunshine laws.
- The Joint Legislative Auditing Committee can **send state auditors** to a district if something warrants such action.

# *State of Florida*

## *Department of State*

I certify from the records of this office that BAREFOOT BAY OVER 60 SOFTBALL INC was a corporation organized under the laws of the State of Florida, filed on April 1, 2019, effective March 28, 2019.

The document number of this corporation is P19000029400.

I further certify that said corporation filed a Voluntary Dissolution on April 23, 2019, and that its status is inactive.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of June, 2020*



*Laurel M. Lee*  
**Secretary of State**

Tracking Number: 0522245613CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

6 ↑

**RESOLUTION 2010 -18**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE BAREFOOT BAY RECREATION DISTRICT;  
AMENDING RESOLUTION 2008-1; PROVIDING FOR  
CONFLICTS; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Barefoot Bay Recreation District has previously adopted Resolution 2008-1 regarding the processing of Deed of Restrictions violation enforcement cases; and

WHEREAS, the Board of Trustees desires to amend Resolution 2008-1 to remove term limits for members of the Violations Committee;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT, BREVARD COUNTY, FLORIDA, that:**

Section 1. Section 3 (f) of Resolution 2008-1 is hereby amended to read as follows:

(f) A member of the Violations Committee may be reappointed upon approval of the Board of Trustees. ~~A member of the Violations Committee may serve a maximum of two consecutive terms.~~

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed and all resolutions or parts of resolutions not in conflict herewith are hereby continued in full force and effect.

Section 4. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not effect the other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

The foregoing resolution was moved for adoption by Trustee Crouse. The motion was seconded by Trustee McAfee and, upon being put to a vote, that vote was as follows:

Chairman, Tom Guinther	Yes
Trustee, Louise Crouse	Yes
Trustee, Joseph Klosky	No
Trustee, John M. McAfee	Yes
Trustee, Charles W. Mershon	Yes

The Chairman thereupon declared this resolution Done, Ordered, and Adopted this

8th day of October, 2010.

BAREFOOT BAY RECREATION DISTRICT

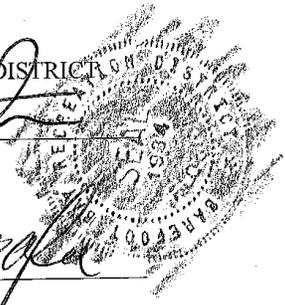
By:

*Tom Guinther*

TOM GUINTEHER  
CHAIRMAN

*John M. McAfee*

JOHN MCAFEE  
SECRETARY



**Board of Trustees**

**Meeting Agenda Memo**

Date: Friday, January 8, 2021  
Title: **Confirmation of New IT Vendor Contract Execution**  
Section & Item: 12.A  
Department: Administration, District Clerk  
Fiscal Impact: \$36,480.00 annually (increase of \$3,406.68 from old vendor) plus one-time cost of \$2,235 (on-boarding fee)  
Contact: Stephanie Brown, District Clerk, District Clerk, John W. Coffey ICMA-CM, Community Manager  
Attachments: Barefoot Bay Recreation District - Managed IT Services Agreement - EXECUTED, Memo from DC Brown 14Sep20, Excerpt from Policy Manual



Reviewed by  
General Counsel: Yes  
Approved by: John W. Coffey, ICMA-CM, Community Manager

**Requested Action by BOT**

Confirmation of Community Manager’s execution of new Information Technologies (IT) contract with Omega Technologies Solutions.

**Background and Summary Information**

In late September/early October 2020, Community Manager Coffey privately briefed individual Trustees regarding the need to switch IT vendors (to accommodate our organizational technology usage growth and to establish a Managed IT System) and the need to do so outside the scope of BBRD’s procurement policies to ensure maximum safety of BBRD’s data. The memo from District Clerk Brown to Community Manager Coffey (outlining concerns and the prices of vendors interviewed) was shown to each Trustee. After receiving private support from each Trustee, General Counsel Repperger worked with Omega Technologies Solutions to develop a contract agreeable to both parties. On December 1, 2020, Community Manager Coffey executed said contract and informed the Trustees and Trustee-elects of his actions. He further announced his actions at the December 4, 2020 BOT meeting and stated this agenda item would be included in this meeting for transparency purposes and public confirmation.

The estimated annual cost of \$36,480.00 is approximately \$3,407.00 more than prior annual costs with the old IT vendor. Although the Policy Manual requires the BOT to approve all contracts costing \$7,500.00 or more and typically the selection of a new continuing services vendor is accomplished through a RFP/RFQ process, Community Manager Coffey believed a drawn out public selection process was not in the best interest of BBRD and, therefore, instructed District Clerk Brown to privately interview prospective vendors. Each vendor interviewed conducted an on-site survey of equipment and a vulnerability assessment prior to submittal of a proposal.

The onboarding of the new IT vendor began on December 10, 2020 and was completed by the time of the drafting of this memo.

Staff recommends the BOT confirm the Community Manager’s execution of the contract for IT services with Omega Technologies Solutions dated December 1, 2020.

# Managed IT Services Agreement

Provided By



**Confidentiality Notice**

*This Proposal is intended exclusively for the individual or entity to which it is addressed. This Proposal contains information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain copy or disseminate this document or any part of it. If you have received this Proposal in error, please notify the sender immediately and dispose all copies. This Proposal is for informational purposes only in as much as to make an informed decision. Omega Technology Solutions LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, not specifically included in this proposal.*

## Table of Contents

<b>SLA Introduction .....</b>	<b>3</b>
Period of Service and Automatic Renewal .....	3
Limitation of Liability .....	3
Modification or Termination of Agreement .....	5
Terms of Service .....	6
Confidentiality & Non-Disclosure .....	7
Public Records.....	7
<b>1.0 Coverage Summary .....</b>	<b>8</b>
1.1 Hours of Coverage.....	10
1.2 Service Level Expectations .....	10
1.3 Support Tiers .....	11
1.4 Service Escalation Process.....	11
<b>2.0 General Coverage Provisions .....</b>	<b>13</b>
2.1 Covered IT Assets and Client Locations.....	13
2.2 Conditions for Service .....	13
2.2.1 Minimum Standards Required for Services .....	13
2.3 Included Services .....	14
2.4 Included Service Hours and Days .....	15
2.5 Included On-site Services.....	15
2.6 Fleet Managed Backup System Coverage.....	16
2.7 General Coverage Exclusions.....	16
2.8 Included Service Levels .....	18
2.8.1 General Service Level Exceptions.....	18
<b>3.0 Service Process.....</b>	<b>20</b>
3.1 Requesting Support.....	20
3.1.1 General Information to Include with Request .....	20
3.1.2 Requesting Support during Regular Business Hours (8am-5pm) .....	20
3.1.3 Requesting Support outside Regular Business Hours (5pm-8am) .....	21
3.2 Support Escalation Process .....	21
3.3 Service Onboarding Process .....	22
3.4 Approving Uncovered/Out of Scope Services.....	23
<b>4.0 Client Responsibilities.....</b>	<b>24</b>
4.1 General Responsibilities .....	24
4.2 Service Onboarding and Review Responsibilities .....	24
4.3 Service & Support Responsibilities.....	25
<b>5.0 Service Provider Responsibilities .....</b>	<b>27</b>
5.1 General Responsibilities .....	27
5.2 Service and Support Responsibilities .....	27
<b>6.0 Monthly Charges, Fees, and Payment.....</b>	<b>29</b>
6.1 Monthly Service Charges .....	29
6.2 Invoice and Payment.....	29
6.3 Onboarding Fees.....	30
6.4 Out of Scope Service Fees.....	30
<b>7.0 Acceptance .....</b>	<b>31</b>
<b>Appendix 1 – Definitions.....</b>	<b>32</b>
<b>Appendix 2 – Key Contacts .....</b>	<b>33</b>
<b>Appendix 3 – IT Asset Declarations .....</b>	<b>34</b>

# SLA Introduction

Company: Omega Technology Solutions, LLC (“Company”)

Company Address: 333 17<sup>th</sup> Street STE 2S, Vero Beach, FL 32960

Client Name: Barefoot Bay Recreation District (“Client”)

Client Address: 625 Barefoot Blvd, Barefoot Bay, FL 32976

Effective Date: **12/10/2020** (“Effective Date”)

This Service Level Agreement (“SLA” or “Agreement”) by and between Barefoot Bay Recreation District, herein referred to as “Client,” and Omega Technology Solutions, LLC hereinafter referred to as “Service Provider,” each as identified above and located at the indicated addresses, is effective as of the date specified above. This instrument, including any attachments, embodies the entire Agreement of the parties. There are no other provisions, terms conditions, or obligations applicable to the Agreement between the parties not stated herein. This Agreement supersedes all previous oral or written communications, representations, or agreements between the parties that are in any way related to the services and terms as stated herein.

WHEREAS, Service Provider is a provider of Information Technology Services Solutions;

WHEREAS, Client is an independent special district of the State of Florida which desires to contract with Service Provider for the provision of Information Technology Services as provided herein;

NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## Period of Service and Automatic Renewal

This Agreement shall be effective as of the effective date of this Agreement and shall be for an initial term of 12 months at pricing consistent with rates established in section 1.0 coverage summary unless terminated early, as provided herein. Client and Service Provider reserve the right to review this agreement quarterly and assess its success. Either party may, from time to time request changes under this Agreement. Such changes which are mutually agreed upon shall be incorporated in written amendments to this Agreement.

This Agreement shall renew automatically at the end of the prior Agreement term for a period of 12 months unless Service Provider or the Client affirmatively terminates it in accordance with the conditions set forth in this Agreement. Renewal pricing will remain consistent with rates established in section 1.0 Coverage Summary.

## Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

The Service Provider shall not be responsible to Client for loss of use of the IT Environment or for any other liabilities arising from alterations, additions, adjustments, service, repairs, or maintenance which have been made to the IT Environment other than by authorized representatives of the Service Provider.

Neither Party shall be liable – whether in contract, tort (including negligence), breach of statutory duty or otherwise – to the other if it breaches any of its obligations under this Agreement (or arising therefrom), for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

The Service Provider shall indemnify and hold harmless the Client and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Agreement, where such claim, damage, loss or expense is caused, in whole or in part, by the act or omission of the Service Provider, or anyone directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. In any and all claims against the Client, or any of its agents or anyone directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial Service Provider, under worker's compensation acts, or other related policies of insurance. As part of this indemnification, Service Provider agrees to pay, on behalf of the Client, the cost of Client's legal defense as may be selected by Client for all claims described in this paragraph. Such payment on behalf of Client shall be in addition to any and all legal remedies available to Client and shall not be considered to be Client's exclusive remedy. In agreeing to this provision, the Client does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.

Client shall indemnify and hold harmless Service Provider and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions taken under this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of Client, or anyone directly or indirectly employed by Client, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Client agrees to pay, on behalf of Service Provider, the cost of Service Provider's legal defense as may be selected by Service Provider for all claims described in this paragraph. Such payment on behalf of Service Provider shall be in addition to any and all legal remedies available to Service Provider and shall not be considered to be Service Provider's exclusive remedy. Client agrees that in no event shall Service Provider be liable for any consequential, incidental, indirect, exemplary or special damages, whether in contract or in tort, in any action, in connection with any goods or services provided by Service Provider. In agreeing to this provision, the Client does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge that specific consideration has been exchanged for this provision. This section shall survive the termination of this agreement.

Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury or any other liability which cannot be excluded by law.

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

## Modification or Termination of Agreement

The Parties may renegotiate rates based on additions of locations, hardware, software, hardware support requirements, service adjustments, service enhancements. Any such renegotiated rate(s) must be approved in writing by both parties and shall take effect on a date mutually agreed to by the parties.

The Client may request, in writing to the Service Provider, modifications to this agreement (or any portion thereof). The Service Provider will implement any reasonable requested modifications within the time frame agreed to by the parties for said requested modifications. Rates associated with requested modifications shall be adjusted accordingly as agreed to by both parties.

The Service Provider reserves the right to refuse or suspend service under this Agreement in the event Client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other agreement between the parties. Failure of payment by Client for greater than forty-five (45) days shall be deemed a breach for which Service Provider may immediately terminate this Agreement, and in such an event, Client shall be responsible for the payment of all software licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s) of this Agreement for which such licenses have been purchased and software costs have been incurred by Service Provider on behalf of Client.

This Agreement may be terminated by either party for any reason or convenience upon sixty (60) days written notice to the other party. In the event that Client terminates this Agreement for convenience, Client agrees to be responsible for the payment of all software licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s) of this Agreement for which such licenses have been purchased and software costs have been incurred by Service Provider on behalf of Client. Prior to the termination period of sixty (60) days, Service Provider shall provide Client with an invoice reflecting the annual licensing fees and software costs balance due upon termination. The Parties may mutually agree to terminate this Agreement sooner than a full sixty (60) days if both parties are agreeable. To the extent that such annual software licenses or products are transferrable to the Client independent of this Agreement upon termination, Service Provider shall provide for such transfer upon Client's payment of the balance of the annual fees and costs as required by this provision. If the Service Provider initiates a termination of this Agreement for convenience, Client shall not be responsible for payment of annual licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s).

In addition to termination for convenience, the Client may terminate this Agreement for cause upon ninety (90) day's written notice to the Service Provider that Service Provider has:

- I. Failed to fulfill in any material respect its obligations under this Agreement and does not cure such failure within ninety (90) days of receipt of such written notice.
- II. Breached any material term or condition of this Agreement and fails to remedy such breach within ninety (90) days of receipt of such written notice.
- III. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

In the event of a termination for demonstrated cause, Client shall not be responsible for the payment of all software licensing fees and software costs incurred by Service Provider for the balance of annual period remaining under the initial or renewal term(s) of this Agreement for which such licenses have been purchased and software costs have been incurred by Service Provider on behalf of Client.

If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of services to another designated provider. Service Provider acknowledges that all Client data and information stored on Omega Technology Solutions owned hardware is the sole property of the Client. If this agreement is terminated, all Client data and information will be returned to the Client in a usable format. Client agrees to pay Service Provider the actual costs of providing such assistance. The Service Provider will also provide the Client with a final set of monthly reports on the Client's IT environment.

## Terms of Service

This Agreement shall be governed by the laws of the State of Florida. Venue for any action related to breach or interpretation of this Agreement shall be in a competent court of jurisdiction in and for Brevard County, FL. In the event that any legal or equitable action is brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action. This Agreement constitutes the entire Agreement between Client and Service Provider for monitoring, maintenance, and service of all covered IT Assets, locations, and other coverages listed herein.

The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement. The Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, the Client will not recruit or hire any employee, agent, representative or subService Provider of The Service Provider, nor will the Client directly or indirectly contact or communicate with the Service Provider's Personnel for the purpose of soliciting or inducing such Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than the Service Provider; or (b) to provide services to the Client or any other person, firm or entity except as an employee or representative of the Client. The Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, the Service Provider, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

IT Services furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, the service provider disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. The Service Provider does not warrant that use of software or products furnished by the Service Provider will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

## Confidentiality & Non-Disclosure

The Service Provider and its agents may use Client information, as necessary to or consistent with providing the contracted services. Service Provider acknowledges that through its relationship with Client, service provider may become aware Confidential Information or trade secrets proprietary to Client. Service Provider agrees to protect and not to disclose or otherwise make available Client's Confidential Information and/or trade secrets. Service Provider shall take appropriate action by instruction, agreement, or otherwise with any respect to Service Provider's employees who are permitted to access Client's Confidential Information and trade secrets. In order to fulfill Service Provider's duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Service Provider and not released to third parties without written consent from the Client.

Confidential Information shall mean information, whether oral or written (including information provided in electronic format), provided by Client, or received by Service Provider by virtue of the relationship created from this Agreement, provided that such information shall not be Confidential Information if the information provided (i) is known to the trade or public at the time of its disclosure, (ii) becomes generally available to the trade or public other than as a result of Omega Technology Solutions, (iii) was in the possession of Service Provider in a non-confidential basis prior to its disclosure, (iv) was disclosed to Service Provider by a third party not reasonably known by Service Provider to be under an obligation of confidentiality, (v) was disclosed pursuant to a legal or regulatory requirement, or (vi) was disclosed with the written consent of Client.

## Public Records

All documents, maps, drawings, data and worksheets prepared by Service Provider for Client under this Agreement shall be deemed public records pursuant to Chapter 119, Florida Statutes and shall be maintained as public records by Service Provider. Service Provider agrees to provide access to such public records on the same terms and conditions that Client provides such public records and at a cost that does not exceed that provided for pursuant to Chapter 119, Florida Statutes or otherwise provided by law. Service Provider agrees to ensure that public records that are confidential and exempt from disclosure are not disclosed except as authorized by law. Service Provider agrees that upon termination of this Agreement, all proprietary interest of Client in its business assets, tangible or intangible, including records, files, lists and information which Service Provider deals with or develops during the course of this Agreement shall remain the sole and exclusive property of Client, and in no event shall Service Provider acquire any interest therein. Service Provider agrees that in the event of termination of this Agreement, Service Provider shall promptly return at no cost to Client all public records documents in Service Provider's possession at the time of termination. Duplicate public records that are exempt or confidential shall be destroyed by Service Provider at the time of termination. Public records maintained by Service Provider in an electronic format, shall be provided to Client in a format that is compatible with the information technology systems of Client at the time of termination.

**IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT STEPHANIE BROWN, THE CUSTODIAN OF PUBLIC RECORDS AT:**

**STEPHANIE BROWN**



	Quantity	Unit Price	Line Total
<i>Cloud Services and Office 365 Management</i>	Included	Included	-
<i>IT Asset Management and Procurement Services</i>	Included	Included	-
<i>3<sup>rd</sup> Party Software Systems Management</i>			
<b>Total Monthly Recurring</b>			<b>\$3,040.00*</b>

\*Partial month services to be prorated based on days of service provided and/or number of workstations managed.

## 1.1 Hours of Coverage

Hours of Coverage	Included Service On Covered IT Asset		Out of Scope	
	Remote	Onsite	Remote	Onsite
<b>Business Hours</b> Monday – Friday, 8:00am – 5:00pm	Included	Included	N / A	N / A
<b>After Hours</b> Monday – Friday, 5:00pm – 11:00pm	N / A	N / A	N / A	N / A
<b>Nights and Weekends</b> Monday – Friday, 11:00pm – 8:00am Friday 11:00pm – Monday 8:00am	N / A	N / A	N / A	N / A
<b>Holidays</b> As listed in Observed Holidays	N / A	N / A	N / A	N / A

Observed Holidays					
<b>New Year's Day</b>	<b>Memorial Day</b>	<b>Independence Day</b>	<b>Labor Day</b>	<b>Thanksgiving Day</b>	<b>Christmas Day</b>
<p>Company reserves the right to adjust holiday schedules. Clients will be given advanced notice to changes in holidays schedules. A list of current holidays can be found on the Company website.</p> <p style="text-align: center;"><a href="http://www.OmegaTechs.co/Holidays">www.OmegaTechs.co/Holidays</a></p>					

## 1.2 Service Level Expectations

Helpdesk Service Level Expectations*				
	<b>Severity 1 Critical</b>	<b>Severity 2 High</b>	<b>Severity 3 Medium</b>	<b>Severity 4 Low</b>
<b>Business/Financial Risk</b>	Catastrophic exposure	Major exposure	Moderate exposure	Minimal exposure
<b>Work Stoppage</b>	Full; All work has ceased.	Significant; Most work has ceased.	Some; Some work has ceased.	Minor; Little work has ceased.
<b>Percentage of End Users Affected</b>	75 – 100%	30 – 75%	15 – 30%	0 – 15%
<b>Workaround</b>	None acceptable	Semi-acceptable; Short term	Acceptable; Medium term	Acceptable; Medium term
<b>Response Time</b>	1 hour or less	2 hours or less	8 hours – 1 business day	8 hours – 1 business day
<b>Resolution Time</b>	24 hours or less from first response	36 hours or less from first response	5 business days or less from first response	90 business days or less from first response

\*There may be situations that don't fit these definitions perfectly.

## 1.3 Support Tiers

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
Tier 1 Support (Service Desk)	All support incidents begin in Tier 1 in the Omega Technology Solutions Service Desk, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated for single user issues. Immediate escalation occurs if it is identified that the issue is affecting multiple users.
Tier 2 Support (Service Desk/ System Engineers)	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers with experience in both single user issues and multiple user network issues.
Tier 3 Support (VCIO)	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3 the Omega Technology Solutions VCIO, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendors) Support Engineers to resolve the most complex issues.

## 1.4 Service Escalation Process

Service Escalation Process
1. Support Request is Received (By Portal, E-mail, or Phone Request)
2. Trouble Ticket is reviewed
3. Issue is Identified and documented in Ticketing System
4. Priority is established and immediate escalation occurs if necessary
5. Issue is qualified to determine if it can be resolved through Level 1 Support (if not the matter is escalated)
6. Issue is reviewed to determine if direct contact with client or vendor is required to resolve
7. Issue is review to identify if work can be done remotely or if an onsite visit is required
8. Contact is made either via email or phone to identify when the affected user is available to work with the issue
9. Level 1 Help Desk – issue is worked to successful resolution
10. Level 1 Help Desk – Quality Control, issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System
<b>If Issue Cannot Be Resolved Through Tier 1 Support:</b>
12. Issue is escalated to Tier 2 Support all notes and conditions are transferred with the service ticket
13. Issue is qualified to determine if it can be resolved by Tier 2 Support (if not the matter is escalated)
14. Tier 2 Resolution - issue is worked to successful resolution
15. Tier 2 Quality Control –Issue is verified to be resolved

16. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System has been performed
<b>If Issue Cannot Be Resolved Through Tier 2 Support:</b>
17. Issue is escalated to Tier 3 Support all notes and conditions are transferred with the service ticket
18. Issue is qualified to determine if it can be resolved through Tier 3 Support (if not the matter is escalated)
19. Quality Control –Issue is verified to be resolved
20. Tier 3 Resolution - issue is worked to successful resolution
21. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
22. Tier 3 Resolution - issue is worked to successful resolution
23. Trouble Ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
<b>If Issue Cannot Be Resolved Through Tier 3 Support:</b>
24. Issue is escalated to VCIO Support
25. Issue is qualified to determine if it can be resolved through VCIO Support
26. VCIO Resolution – issue is worked to successful resolution
27. Quality Control – Issue is verified to be resolved.
28. Trouble ticket is closed, after complete problem resolution details have been updated in Ticketing System and Quality Assurance has been performed
29. If issue is unresolved Issue is escalated to Vendor Support, in deciding the best course of action for the service issue at hand. Issue is given the final course of action, in choosing the best option for resolution

## 2.0 General Coverage Provisions

### 2.1 Covered IT Assets and Client Locations

For purposes of this Agreement, the covered IT Environments and IT Assets shall include all locations and IT assets as outlined in Section 1.0 Coverage Summary. The specific IT Asset and location details are recorded in the Service Provider's Remote Monitoring and Management (RMM) and/or Professional Services Automation (PSA) tools.

If the Client desires to relocate, add or remove locations, the Client shall give notice to the Service Provider of its intention to relocate sixty (30) days in advance. The Service Provider reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by the Client. Such right includes the right to refuse service to the IT environment at the relocation and/or new site.

Covered Locations do not include any on-site services unless explicitly indicated herein. Even covered on-site services at covered locations may incur an on-site fee as detailed in Section 1.0 Coverage Summary.

It is expected that changes will be made to the configuration of the IT environment over time. Events causing such changes may include hiring of new personnel, addition of IT assets, and physical movement of components. Adjustments to the IT Assets covered by this agreement will require an addendum to this Agreement and may adjust the monthly cost of service. Upon Agreement of the Parties in writing modifying the terms of this Agreement new IT Assets can be added to coverage and the cost of services will adjust the client's monthly charges, initially being prorated on the first invoice received post addition.

Any additional IT Assets added to the IT environment without the consent or acknowledgement of the Service Provider will not be honored or supported by the Service Provider under this agreement. The Service Provider reserves the right to renegotiate service terms with respect to any addition of IT Assets by the Client.

It is expected that the use of auxiliary devices with covered IT assets may be necessary for Client. No support or service is included for any undocumented auxiliary devices unless detailed in Section 1.0 Coverage Summary and/or Appendix 3 of this Agreement. Any and all auxiliary devices that require coverage must meet the Service Provider's serviceability standards, be supported and warranted by the manufacturer/vendor, and be in reasonable condition. Any coverage of auxiliary devices may adjust the monthly cost of service. It is at the sole discretion of the Service Provider to cover these devices at an agreed upon monthly rate.

### 2.2 Conditions for Service

The CLIENT IT Environment is eligible for service, monitoring, and support under this Agreement provided it is in good condition and the Service Provider's serviceability requirements/standards as defined and site environmental conditions as defined herein are met.

#### 2.2.1 Minimum Standards Required for Services

In order for Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
2. All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 8 professional or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
5. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
6. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
7. All Wireless data traffic in the environment must be securely encrypted.
8. There must be an outside static IP address assigned to a network device, allowing VPN access.

The Service Provider reserves the right to inspect the IT Environment upon the commencement of the term of this agreement for the purpose of assessing and documenting the state of the IT Environment. Unless stated otherwise, said assessment shall be included as part of the Onboarding process outlined in Section 4.2 Onboarding Process.

The Service Provider reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any Service Provider representative.

Coverage for existing IT Assets under this Agreement are contingent upon:

1. The IT Assets meet the Service Provider's serviceability standards defined in Appendix 3
2. For remote service, a covered IT Asset must have the Service Provider's RMM agent installed and be remotely accessible over a reliable internet connection.
3. The IT Asset's physical condition, physical configuration, and/or digital configuration are supported by the manufacturer or vendor.
4. The IT Asset's physical condition, physical configuration, and/or digital configuration remains economically reasonable for service.
5. For onsite service, the covered IT Assets are at a covered and serviceable location listed in Section 1.0 Coverage Summary.

## 2.3 Included Services

The services covered by this agreement and provided by the Service Provider are defined in Appendix 3 and outlined in Section 1.0 Coverage Summary. Any and all services not defined within Appendix 3 and outlined in Section 1.0 Coverage Summary will be considered uncovered and are subject to the out of scope/uncovered terms, fees, and conditions defined within this Agreement.

## 2.4 Included Service Hours and Days

Unless otherwise stated herein, all services covered by this Agreement shall be provided during regular business hours, excluding holidays, unless otherwise specified in Section 1.0 Coverage Summary or Appendix 3.

Out of hours services and support can be provided at the Service Provider's discretion to cover early/late shifts, nights, weekends, public holidays, and otherwise out of scope service hours and days. These services are contingent upon the Service Provider's availability of its representatives, according to the terms and conditions set forth in this Agreement. All out of hours services are considered out of scope and are subject to the fees and terms of this Agreement and within Section 1.0 Coverage Summary.

## 2.5 Included On-site Services

The Service Provider strives to provide remote service because it is less invasive to the end user, has faster turnaround, and helps the Service Provider control its costs. The Service Provider will offer on-site service when:

- Physical movement or configuration of IT Assets is necessary
- Remote accessibility is limited
- Service Provider's representative expects that an on-site repair to be faster.

The specific on-site coverages, rates, and any on-site 'dispatch' fees provided under this Agreement are defined in Section 1.0 Coverage Summary.

The Service Provider reserves the right to refuse requests for an on-site resource when the incident can be addressed remotely with reasonable effort and involvement from the Service Provider and/or Client.

It is at the sole discretion of the Service Provider to determine if an on-site 'dispatch' of a Service Provider's representative is necessary to resolve a monitor alert, service or support request.

In the event that the Client would like a representative from the Service Provider to come on-site and the Service Provider believes that the incident can be addressed remotely, on-site out of scope rates and dispatch fees as defined in Section 1.0 Coverage Summary will apply.

On-site 'dispatch' fees are designed to help the Service Provider manage its representatives travel costs. They are determined by distance, time, tolls, parking fees, and other environmental factors and the specifics for each Client site are defined in Section 1.0 Coverage Summary. This fee is applicable each time a representative from the Service Provider visits the client site to address a monitor alert, service or support request unless otherwise agreed by the Service Provider.

The Client has the right to refuse any and all on-site services, even those the Service Provider determines are required to address a Client support/service request or monitor alert. In the event the Client refuses on-site services that are determined to be necessary by the Service provider, the client agrees that any and all required service levels and coverages that apply to that request under this agreement will no longer apply.

Included services may have pre-requisites, conditions, serviceability standards, and other requirements that must be met before the service can be completely effective. The costs associated with any/all of these requirements, conditions, pre-requisites, and serviceability standards will not be covered by this Agreement unless otherwise noted herein. For the specific coverages please see the detailed coverage details in the Appendix 3 Groups Section.

## 2.6 Fleet Managed Backup System Coverage

The Service Provider agrees to provide the client with priority service on the products registered only in Section 1.0 Coverage Summary. This service provides priority response time that includes the following:

- Management and Verification of data back up
- Custom Near line Disaster Recovery Plan with storage encrypted end to end
- Secured Backup and Storage on and off site of client location
  - Onsite backup of server assets every 2 hours to Omega Technology Solutions Fleet Managed Backup Appliance. – If applicable Hardware backup is selected
  - Nightly shipments of offsite data stored in Omega Technology Solutions Private Cloud
  - Omega Technology Solutions private cloud located in a Certified data center
  - Offsite Data fidelity tested daily with verification and alerting sent to Omega Technology Solutions RMM
  - Backups classified as Daily, Weekly, Monthly and Yearly and retained in compliance with HIPPA and IRS regulations
  - Quarterly test virtualization of data completed at offsite location.
- Contract does not include any applicable annual subscription or license fees
- Contract does not include any applicable fees for active use of Omega Technology Solutions servers post restoration.

## 2.7 General Coverage Exclusions

In addition to other limitations and conditions set forth in this Agreement, this agreement does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Any and all out of scope requests, services, or costs must be defined in a separate agreement or Addendum and are subject to the terms, conditions, and fees detailed Section 1.0 Coverage Summary.

This Agreement does not cover any costs, expenses, or fees not detailed herein. Some uncovered costs include but are not limited to:

1. The cost to bring the Client's IT Environment up to the Service Provider's serviceability Standards.
2. The cost of any IT Assets, replacement parts, equipment, or shipping charges of any kind.
3. The cost of any software upgrades, renewals, or licenses.
4. The cost of any 3<sup>rd</sup> Party Vendor or manufacturer's support, service fees, incident fees, assurance fees.
5. The cost of any and all IT Assets classified as consumables. (toner, ink, service kits, etc.)
6. Service on parts, equipment, or software not covered by vendor manufacturer warranty or support.

7. Service, repair, and support made necessary by the alteration or modification of equipment other than that authorized by the Service Provider, including but not limited to configuration adjustments, software installations, upgrades, or any modifications of IT Assets made by anyone other than the Service Provider.
8. Any and all service, maintenance, and support for IT Assets not covered by this agreement including but not limited to software, hardware, or infrastructure.
9. Travel to and from uncovered locations and covered locations where travel time and distance exceed limitations and any applicable fees will be listed in Section 1.0 Coverage Summary.
10. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
11. Any and all services not defined within Appendix 3.
12. Project work.
13. The cost to repair, replace, or service IT Assets damaged accidentally or maliciously.
14. IT Assets with damage induced to equipment by environmental extremes. (Water, lightning, etc.)
15. The cost to replace stolen or missing IT Assets.
16. Restoration of lost data caused by inadequate backups, uncovered or unsupported backups, systems/hardware failure is outside the scope of this agreement.
17. Data is not covered and is always considered outside the scope of this agreement.

IT Services and support can experience issues with software, applications, hardware and other IT Assets that are unexpected and uneconomic or excessively timely to address. In the event that a timely and/or economical repair is not possible the Service Provider will recommend a work-around, a replacement, an additional service, or project to alleviate the issue. The recommendation the Service Provider offers will only be covered by this Agreement if defined explicitly herein and may incur fees or other out of scope charges to be mutually agreed on by the Service Provider and the Client before work is completed.

The Service Provider reserves the right to claw back any and all charges or fees foregone in error. Any and all claw backed foregone charges or fees will be submitted to the Client on the first (1<sup>st</sup>) of the month with their invoice. E.g. In the event the Service Provider discovers that a client's support request was caused by a malicious end-user at the Client's site after investing several hours to address the issue, that incident will not be considered covered under this Agreement and those hours will be charged to the client according to the terms and conditions specified within this Agreement.

Client approval for any and all uncovered services/incidents is necessary when the charges or fees for those services exceed 10% of the client's covered base monthly charges, unless otherwise detailed within this Agreement.

The Client agrees to pay any and all service/incident charges that do not exceed 10% of the client's covered base monthly charges without providing formal approval.

- In the event that the Client incurs multiple individual charges that do not exceed 10% of the Client's covered base monthly charges but collectively exceed 25% of the Client's base monthly service charges, Client approval becomes required for any/all additional uncovered expenses for the remainder of that service period (month).

## 2.8 Included Service Levels

The Service Provider strives to provide the service levels defined within this Agreement. General Service levels are defined in in Section 1.0 Coverage Summary and Service Levels specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

Any and all conflicting service levels or service level exceptions detailed within Appendix 3 will supersede the general service levels and exceptions defined within Section 1.0 Coverage Summary.

Priorities that determine the response and resolution time's targets are defined using the following characteristics:

- Business and financial exposure (Cost)
- Percentage of end-users at Client affected (Impact)
- How debilitating the incident is for end-user and the Client (Severity)
- Is there a workaround available?

The Service Provider recognizes that some requests, even those with minimal impact or severity could be urgent for the Client or end-user. The Service Provider will provide best effort to accommodate these incidents but cannot guarantee an adjustment to the agreed upon service levels defined within this Agreement. All urgency driven prioritization of requests are at the sole discretion of the Service Provider.

The response and resolution times defined within this Agreement behave like timers (e.g. like a stop-watch) and are tracked and managed within the Service Provider's ticketing system. The following conditions and behaviors apply to the service level response/resolution time timers:

- The response and resolution time timers begin to track time when the ticket is created within the Service Provider's ticketing system.
  - Emails are not guaranteed to open tickets immediately, but they will typically be opened within 5 minutes of emailing.
  - Opening tickets with the Support Portal is the preferred and immediate method of submitting requests.
- During periods when the Service Provider is working with or waiting for vendors/manufacturers, or the Client to make progress on a client request the timers are paused. The Service Provider will continue to follow up with and escalate requests with vendors, manufacturers, and/or the Client to ensure resolution of the request.
- Any and all service level timers for requests that are reliant on a 3<sup>rd</sup> party and are not within the control of the Service Provider to resolve will remain paused until the responsible party shifts back to the Service Provider.
- The timers will be paused outside the covered hours defined in Section 1.0 Coverage Summary.

### 2.8.1 General Service Level Exceptions

Exceptions to the service levels provided as part of this Agreement are not applicable with the following situations:

1. In the event the Service Provider is working remotely with a Client's end user who is not identified as the on-site technical contact and lacks the necessary technical aptitude to work with the Service Provider's technician efficiently.
2. Service and support requests that that require or are resolved by organizations other than the Service Provider are excluded from any/all service levels defined within this Agreement.
3. All service levels defined within this Agreement are not applicable for the first 90 days of this Agreement while the Service Provider works with the Client to onboard them to their services.
4. Service levels defined within this Agreement do not apply to any and all uncovered, out of scope, after hours, overnight, or excluded services as defined within this Agreement.
5. Service levels defined within this Agreement do not apply to any and all services provided on an Observed holiday as defined within this Agreement.

Service Level exceptions specific to the individual services the Service Provider is offering under this Agreement are defined within Appendix 3.

## 3.0 Service Process

### 3.1 Requesting Support

Any and all Client end-users are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

#### 3.1.1 General Information to Include with Request

When you call, email, or submit a request using any approved method below ensure that you include the following detailed and complete information:

- Your name and location and where and how to contact you in case of a problem
- A description of the problem including any error messages or actions being taken at the time the problem occurred
- The impact, severity and urgency of the problem
  - What is the business and financial effect? (How costly?)
  - How many users is it affecting? (How impactful?)
  - Can the end-user(s) remain productive or are they halted? (How severe?)
  - Do the end-user(s) have a viable workaround currently?
  - How urgent is the request?
- Any relevant applications and versions you're working with
- Any changes made recently

#### 3.1.2 Requesting Support during Regular Business Hours (8am-5pm)

It is expected that the monitoring software provided by the Service Provider will identify problems with the Client's IT assets and environment prior to the Client's end-users. In the event problems are first noticed by the Client, they are to be reported in one of the following manners:

- If the Client has an existing IT support phone extensions and email addresses, the Service Provider with best efforts will work with the Client's systems to forward requests to the Service Provider's systems. The Client can then use existing phone extensions and email addresses to request support.
- For requests of high importance, cost, severity, impact, and/or urgency please:
  - a. The on-site technical contact defined in Appendix 2 is the only contact that can open critical tickets unless otherwise specified within Appendix 2.
  - b. Contact the Service Provider over the phone at: (772) 828-2314 or 844-OMEGA-IT;
- For less critical requests please:
  - a. Use the Service Provider's client portal, or email to open the request. Instructions will be provided during onboarding. (Preferred method)
  - b. Contact the Service Provider over email at: Support@OmegaTechs.co
    - i. Emails are not guaranteed to open tickets immediately, but they will typically be opened within 10 minutes of emailing. Using this method can delay service and service level tracking does not begin until the ticket has been opened. Using the tray icon is the preferred method of opening requests.

### **3.1.3 Requesting Support outside Regular Business Hours (5pm-8am)**

Requests for support outside regular business hours or on holidays are subject to the terms, conditions, fees, and charges specified within this Agreement. The specific charges and fees will be outlined in Section 1.0 Coverage Summary.

The Service Provider's on-call resource(s) can be contacted after hours using by contacting the Service Provider at (772) 828-2314. You will be prompted to leave a message for the Service Provider's after hours on call messaging system. The prompts will ask you to press a key on your keypad if the issue is an emergency and needs to be addressed immediately or if the issue is non critical, press another key to record a message which will be addressed the next business day (Monday – Friday).

By selecting an emergency key you will be placed into the Service Providers emergency Que where you will be asked to record a message which covers all information pertinent to the issue. This message will then be delivered to the Service Providers on call technician who will contact you within the next fifteen (15) minutes.

The service monitors that are defined as critical within Appendix 3 of this Agreement, will alert the Service Provider's on-call resources.

Once the Service Provider's on call resource receives an after-hours request for service from the Client or an alert from a critical service monitor, they will ensure that the request is within the scope of this Agreement before proceeding. In the event that the request is not covered by the Agreement, the Service Provider's resource will contact the after-hours Client authorized representative for approval. The client authorized representatives are identified during the onboarding process and are defined in Appendix 2 of this Agreement.

The Client After-hours Representative defined within this agreement can:

1. Ask the Service Provider's resource to defer the request for regular business hours
2. Approve the request and any charges for out of scope services and support
3. Decline the request for out of scope services and support

## **3.2 Support Escalation Process**

The Service Provider's resources will respond, action, and/or resolve monitor alerts and support requests from the Client. The Service Provider's representatives follow internal processes to involve higher level representatives when necessary.

The Service Provider strives to maintain a single point of contact with the Client for every incident. Internal escalations will occur seamlessly without the involvement of the Client or the end-user. The Service Provider's initial representative will remain the primary point of contact for the Client, until a satisfactory resolution of the Client's request occurs unless otherwise communicated by the representative.

In the event the Client would like to escalate a support/service request they can contact the Service Provider by phone or email. The Service Provider will work with the Client to re-evaluate how the request is classified. In the

event that re-evaluation does not adjust the request's priority classification, the Service Provider will strive to accommodate the request but is only able to do so on a best effort basis. The required service level in this instance will not change even if the Service Provider's best effort accommodation of the escalation is provided.

### 3.3 Service Onboarding Process

The Service Provider will begin to enable and provision the services defined within this Agreement, upon execution of this Agreement. This process is referred to as 'onboarding.' This process takes place over the first 45-90 days of a relationship.

The summary of steps the Service Provider will take to provision the Client for service include but are not limited to:

1. Addition of Client details to the Service Provider's Professional Services Automation/ticketing tools and remote monitoring and management tools.
2. Deployment of the Service Provider's remote monitoring and management technology to the Client's IT Assets. (Workstations and Servers)
3. Assessment of Client's business, needs, pain points, and technology.
4. Documentation of Client's business, needs, and technology.
5. Configuration of Service Provider's tools to meet the contractual obligations defined within this Agreement.
6. Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Client and the Service Provider.
7. A scheduled business and service review is scheduled around forty five (45) days following the execution of this Agreement.
8. Documentation on the support request, onboarding, and escalation process are provided to the Client.
9. The Service Provider's team is brought up to speed on the Client's environment and business.
10. The Client's end-users are informed and educated on how to successfully work with the Service Provider and service expectations are shared.
11. The Service Provider develops and proposes a project plan to bring the Client up to the Service Provider's current serviceability standards.
12. The Service Provider begins to execute any and all approved proposals to bring the Client to meet the current serviceability standards.
13. The Service Provider continues to work with the Client to alleviate any known or discovered pain points with the Client's IT Assets or IT Environment.
14. Recurring reporting requirements are established and configured within the Service Provider's tools.
15. A forty five (45) day business and service review is completed. Upon the completion of this review and the mutual agreement of both parties, the onboarding period ends.

## 3.4 Approving Uncovered/Out of Scope Services

The provisions and terms defined in 2.8 General Coverage Exclusions describe when the following process is necessary.

- The Service Provider submits a quote or request to the Client's 'approver' contact(s) that is defined in Appendix 2 via email.
  - a. The Client's 'approver' contact(s) approves the quote or emailed request.
    - i. The Service Provider provides the services or products defined within the quote.
    - ii. The Client is invoiced for these services following the original billing schedule. (1<sup>st</sup> of the month)
  - b. The Client's 'approver' contact(s) decline the quote or emailed request.
    - i. The Service Provider provides an alternative approach or quote and if no alternative can be provided the Service Provider will inform the Client accordingly.
      1. The Client approves the alternative approach,
      2. The Service Provider provides the services or products defined within the alternative approach or quote.
    - ii. In the event that no alternative can be offered the issue will be logged and discussed during the next virtual CIO or business review meeting.

## 4.0 Client Responsibilities

### 4.1 General Responsibilities

- The Client will conduct business with the Service Provider in a professional and courteous manner.
- The Client will provide the Service Provider with payment for all service and support costs at the agreed interval.
- The Client shall obtain and maintain any and all necessary licenses for software, IT Asset(s), or services (including cloud services) being leveraged within the Client's IT environment(s).
- The Client will provide adequate workspace and facilities for use by the Service Provider's representatives as reasonably required by the Service Provider.
- The Client shall inform the Service Provider of all health and safety rules and regulations that apply at its locations and co-operate with the Service provider to define these within Appendix 2.
- The Client agrees to pay any and all agreed upon charges, fees, and/or costs upon the schedule, terms and conditions defined within this Agreement.
- Client agrees to provide high-speed access to the internet and adequate electrical power, cooling, and space necessary to operate hardware and monitoring software.
- Client agrees to grant access to data for the Service Provider to perform service responsibilities

### 4.2 Service Onboarding and Review Responsibilities

- The Client, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge that the Service Provider needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services. This includes:
  - Any and all documentation associated with the covered IT environment(s) and asset(s);
  - Any and all software installation media for covered software and applications
- The Client agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with the Service Provider to establish, define (within Appendix 2 of this Agreement) and agree on any and all necessary maintenance windows for the Client's IT environment.
  - Maintenance windows are defined periods during which planned outages, changes, and maintenance of production IT assets may occur. Their purpose is to allow end users to plan and prepare for times of possible disruption and/or change. Client approval is not required or sought during defined windows unless explicitly indicated otherwise, and this condition may increase monthly contractual costs. Maintenance windows and system outages are to be defined within Appendix 2.
- The Client agrees that key representatives, within their business, must be established and defined within Appendix 2 of this Agreement so that the Service Provider can receive any necessary supplementary support from the Client. The supplementary support includes but is not limited to:
  - Approval for charges and/or out of scope products and services quoted.
  - Approval for emergency maintenance.

- Reasonable “hands-on” co-operation with the Service Provider’s service/support representative when diagnosing and addressing service requests and other issues.
  - The identified on-site technical contact will work with the Service Provider on critical issues for as long as necessary. Even though the Service Provider strives to be as minimally invasive, on-site and hands on involvement of the identified on-site technical contact will occasionally be necessary.
- Receiving updates on extended outages or unresolved issues.
- Scheduling for project and support services.
- Being informed of critical issues after hours and approving after hours service or deferring service until regular business hours.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to evaluate backups, disaster recovery strategy, and business continuity plans to ensure that data backups are complete and adequately protect the Client’s Business.
- The Client will co-operate with the Service Provider during onboarding and on a quarterly basis to review:
  - The services provided by the Service Provider over the previous quarter.
  - The direction of the Client’s business to ensure IT remains in alignment.
  - If additional services and/or products are necessary to meet the Client’s business and IT needs.
  - The state, status, and health of the Client’s IT Environment(s) and IT Asset(s).
  - The continued integrity, completeness, and validity of this Service Level Agreement.

### 4.3 Service & Support Responsibilities

- The Client will use the appropriate means of contact to request service and report issues as defined in Section 3.0 Service Process.
  - The Client’s end users will not contact the Service Provider’s service/support representatives directly and will follow the process defined in Section 3.0 Service Process.
- The Client will provide all pertinent information required to open a service/support request.
- When opening a service/support request the Client will work with the Service Provider to accurately classify the request’s impact and severity so that its priority and SLA requirements can be accurately established.
- Once a request for service/support has been successfully submitted the Client will provide reasonable availability of its representative(s) to co-operate with the Service Provider’s service/support representative(s) assigned to the request.
  - The Service Provider’s service/support representatives strive to address requests without involving the Client’s end users. So long as the request can be diagnosed and addressed in a reasonable time frame without the end user’s assistance.
- The Client shall allow the Service Provider access and usage rights to all relevant IT Environments and IT Assets as reasonably required by the Service Provider to provide its services and support.
- In the event that the Service Provider requires the decision, approval, consent, authorization, or any other communication from the Client in order to provide any of the services (or any part thereof) described herein, the Client will be reasonably diligent to provide the same in a timely manner.

- The Service Provider is not liable or at fault for any impact(s) caused by a delay in any requested approvals from the Client. This includes but is not limited to impacts to service performance levels and requirements.
- The Client will promptly notify the Service Provider of any events or incidents that could impact the services defined within this agreement and/or any supplemental service needs.
- The Client agrees to not permit any changes or modifications to be made to the covered IT Environment and IT Assets by any party other than those authorized by the Service Provider.
- The Client agrees to inform the Service Provider of any modification, installation, or service performed on the covered IT Environments, listed in Section 1.0 Coverage Summary, by individuals not employed by the Service Provider. (Both authorized and unauthorized parties)

## 5.0 Service Provider Responsibilities

### 5.1 General Responsibilities

- The Service Provider will conduct business with the Client in a professional and courteous manner.
- The Service Provider shall provide reasonable effort to accommodate any changes to offered services that may be requested by the Client, and any adjustments made to the services defined within this Agreement can result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to the Client and Service Provider's mutual acceptance.
- The Service Provider is responsible for ensuring that it complies with any and all statutes, regulations, byelaws, standards, codes of conduct, compliances, and any other rules relevant to the provisioning of the services defined within this Agreement.
- The Service Provider will leverage several software applications to provide the Services defined within this Agreement and will attempt to comply with any and all end user license agreements which relate to those software applications.

### 5.2 Service and Support Responsibilities

- The Service Provider will log all information from the Client required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to; contact information, the nature of the request, the business impact and severity, and involved or impacted IT Assets.
  - The Service Provider will leverage and maintain its own ticketing system, or professional services automation (PSA) tool, for updating, tracking, measuring, and closing Client support/service requests, maintenance responsibilities, projects, and monitor alerts.
- The Service Provider will provide the Client with the services defined in Appendix 3, on the IT Assets and locations outlined in Section 1.0 Coverage Summary, during the covered hours and days defined in Section 1.0 Coverage Summary.
  - These services will be provided remotely and at the Service Provider's sole discretion can be provided on-site when necessary. Travel fees and out of scope rates can apply as defined in Section 1.0 Coverage Summary.
  - It is the responsibility of the Service Provider to meet the service level requirements and response times defined in Section 1.0 Coverage Summary and Appendix 3.
  - It is the responsibility of the Service Provider to ensure its resources can provide its services with reasonable skill and care.
  - The Service Provider is not responsible for failure to provide the services detailed herein at defined service levels in the event that circumstances out of the Service Provider's control impede the delivery of service, including, but not limited to, acts of God.
- The Service Provider can provide the Client with out of scope services at the Service Provider's sole discretion and capability. Out of scope fees and charges defined in Section 1.0 Coverage Summary apply to any out of scope services provided.

- It is the responsibility of the Service Provider to notify the Client of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of the Service Provider to keep the Client's end users up to date on any unresolved service and support requests from them.
  - Automated emails, calls, chats and other communications will be leveraged to keep the end users reasonably up to date. The frequency of these communications are defined in Appendix 3.
- The Service Provider will attempt to resolve service and support requests from the Client remotely, without interrupting the end user, unless otherwise requested by the Client when submitting a request.
- The Service Provider will attempt to resolve service and support requests from the Client over the phone on the first call, when unable to resolve the request without interrupting the Client's end user.
- The Service Provider will escalate support requests to the next level of internal support within the Service Provider's organization upon approach of established resolution targets defined in Section 1.0 Coverage Summary and Appendix 3.
  - The Service Provider will attempt to maintain the initial technician as the primary contact for the Client throughout the escalated support process. The higher level teams will partner with the initial contact to troubleshoot, diagnose, and resolve the request. The goal of this process is to provide the Client's end users a single point of contact for each request.
- The Service Provider will obtain the Client's approval before closing any support or service request tickets.

## 6.0 Monthly Charges, Fees, and Payment

### 6.1 Monthly Service Charges

Client is purchasing the Service Provider's Managed Information Technology Services under this Agreement for the charges and fees outlined in Section 1.0 Coverage Summary. Said charges shall be invoiced by the Service Provider and paid in monthly installments by the Client with the first installment due upon execution of this agreement. Each payment thereafter shall be due the first day of each calendar month, with payment expected within 5 days following the due date. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

Services provided hereunder shall be assessed against this Client as provided herein.

Services shall be charged against the Client in accordance with the terms and conditions outlined within Section 1.0 Coverage Summary, within Section 6.0 Monthly Charges, Fees, and Payment, and within the Services Agreement between both parties.

### 6.2 Invoice and Payment

The Service Provider will invoice the Client for covered service charges due in accordance to the terms and conditions defined within this Agreement on the first (1<sup>st</sup>) of the month, with payment executed five (5) days following the due date and processed via automatic clearing house (ACH) transaction. Any additional billing charges will be invoiced at the end of each month, with payment expected within thirty (30) days, unless otherwise specified by the Service Provider.

The Client will pay any and all legitimate and/or agreed upon service fees and charges due upon receipt of the relevant invoice from the Service Provider.

The Client will, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the services provided pursuant to this Agreement. Without limiting the foregoing, Client will promptly pay to Service Provider an amount equal to any such taxes actually paid or required to be collected or paid by Service Provider.

When a payment under this Agreement is not on a business day (Monday to Friday), it may be paid on the next following business day.

Excluding any relevant taxes or fees withheld by law, any and all sums due under this Agreement shall be paid in full without any set-off, counterclaim, deduction, or withholding

The Service Provider reserves the right to refuse, suspend, or even terminate service under this Agreement in the event the client has failed to pay any invoice within thirty (30) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other Agreement between the Service Provider and Client.

## 6.3 Onboarding Fees

Client is purchasing the Service Provider's Information Technology Onboarding Services under this Agreement for the onboarding fees outlined in Section 1.0 Coverage Summary and equal to \$2235.00. Said fees are to be paid in full upon execution of this agreement unless alternative arrangements are agreed upon by both parties and documented herein. Services provided hereunder shall be assessed against this Client as provided herein.

One Time fee schedule:

	-
	-
	-
	-
Total One time fees	\$2235.00

## 6.4 Out of Scope Service Fees

It is understood and agreed upon that any and all Services requested by the Client that fall outside the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

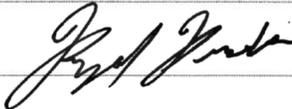
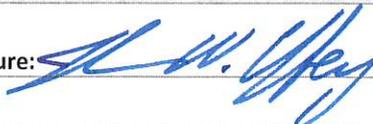
Any supplemental services provided by the Service Provider which are outside the terms of this Agreement, including but not limited to, any maintenance provided beyond normal business hours and services in excess of the included services purchased herein, shall be charged to CLIENT as an additional charge in accordance with the terms and conditions as outlined in Section 1.0 Coverage Summary and Section 6.0 Monthly Charges, Fees, and Payment. Any additional billing charges will be invoiced on the first of each month, with payment expected within thirty (30) days, unless otherwise specified by Service Provider.

# 7.0 Acceptance

This Service Agreement covers only the locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days defined within this Agreement. The addition of locations, IT Assets, Services, Onsite Services, Service Hours, and Covered Days not outlined in Section 1.0 Coverage Summary at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client’s monthly charges.

IN WITNESS WHEREOF, the parties hereto have caused this Service Level Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Omega Technology Solutions, LLC (Service Provider)	Barefoot Bay Recreation District. (Client)
Signature: 	Signature: 
Printed Name: Raymond Prado	Printed Name: John W. Coffey, ICMA-CM
Title: CEO	Title: Community Manager
Date: 12/02/2020	Date: 

# Appendix 1 – Definitions

For the purposes of this Agreement, the terms below are generally defined as follows:

Term(s)	Definition
Client portal	The Client Portal is a website connected to the Service Provider’s Professional Services Automation (PSA) tool or the Service Provider’s Remote Monitoring and Management (RMM) tool. This site gives access to service/support requests with ticket creation, review, and update tools. Upon request the Service Provider can create user accounts for a Client’s end-users and key contacts.
Dispatch	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. The process of scheduling and sending the Service Provider’s representative is referred to as Dispatch.
End-user	An end-user is referred to a Client’s colleagues, staff members, and any/all users of the Client’s IT Assets and IT Environment.
Information Technology Services Solutions	The Service Provider classifies the Services they provide as described in Appendix 3. Each individual Service can be referred to as an Information Technology Services Solution.
IT Asset	IT Asset refers to any technical resource, generally within a Client’s environment, and includes both physical and digital resources. This includes but is not limited to workstations, servers, network devices, software, applications, licenses, cloud subscriptions and any other peripheral devices that are technical in nature.
IT Environment	IT Environment refers to the collection of IT Assets and their complete configuration at a Client’s location/site. This includes but is not limited to all IT Assets, the Client’s network, the Client’s Windows Domain, the Client’s Software Installations, the Client’s Hardware Configurations, IT Strategies, IT Plans, and/or IT Processes.
Monitors	Monitors are the IT Resources the Service Provider uses to discover and receive alerts about a Client’s IT Environment and Assets. They detect and alert on issues detected, warnings, errors, and when thresholds for known issues are exceeded.
Onboarding	Onboarding is referred to the process and period in which the Service Provider is establishing their services within a Client’s IT Environment(s). This is usually a 45-90 day period that includes several steps to ensure the successful and effective implementation of the Service Provider’s services.
On-site	The Service Provider will occasionally need to send its representatives on-site to address service/support requests. On-site refers to when a Service Provider’s representative is providing services at the Client’s site/location.
Out of scope	Out of Scope refers to any and all services, support requests, charges, costs, fees, products, licenses, and other coverages that do not fall under the scope of this agreement. Out of Scope implies that additional charges, fees, or expenses will be necessary.
Period of Service	This refers to any and all periods or lengths of time where the Client is covered by this Agreement.
Serviceability	Serviceability refers to the health and state of an IT Asset or to the Client’s IT Environment. Serviceability refers to the ability of the Service Provider to cover a given IT Asset or aspect of the Client’s IT Environment. In most scenarios, when serviceability standards and conditions cannot be met, any and all services involving those assets or aspects of the IT Environment will be treated as out of scope.
Tray icon	The tray icon is an icon that is part of the Service Provider’s remote monitoring and management (RMM) platform and its included agent software. This software is deployed to the Client’s managed workstations/servers/mobile devices and provides tray icon access to the Service Provider’s services. It includes the ability for Client end-users to submit support/service requests to the Service Provider.
Network Devices	Network Devices refer to IT Assets that include but are not limited to; firewalls, switches, routers, gateways, network cables, hubs, wireless gateways, and wireless access points.

# Appendix 2 – Key Contacts

Key Client Contacts		
Contact Role	Role and Responsibilities Summary	Contact Information
Client On-site Technical Contact	To work with the Service Provider to address service/support requests and other technical issues with the IT Environment or IT Asset. The individuals identified as Client On-site Technical Contacts will act as the eyes and ears for remote representatives of the Service Provider. <b>It is assumed that any/all contacts identified as Client On-site Technical Contacts are also Client Approver(s), even when not explicitly defined as such within this Appendix.</b>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client After-hours Representative	To be available for contact after regular business hours as identified within Section 2.0 Contract Summary. <b>It is assumed that any/all contacts identified as Client After-hours representatives are also Client Approver(s), even when not explicitly defined as such within this Appendix.</b>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>
Client Approver	<p>Client representatives with the Authority to approve Out of Scope and uncovered services or fees. This includes any and all of the costs, charges, expenses, and/or fees associated to the approval. Unless otherwise defined with the Approver’s Contact Information within this Appendix. E.G. John Smith Approval Limitation = \$150.00/Incident.</p> <p>The Client agrees to pay any/all charges associated with services or requests approved by the Client Approver(s) defined herein.</p>	<p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p> <hr/> <p>Contact Name: Contact Office Phone: Contact Cell Phone: Contact Email Address: Contact Exceptions:</p>







# Memo

**Date:** 9/14/2020

**To:** John W. Coffey, ICMA-CM, Community Manager

**From:** Stephanie Brown, District Clerk

**RE:** Davinci Managed I.T. Services

Per our on-going discussions, this memo is my official request to terminate Davinci Managed I.T. Services and hire a new vendor. The break/fix I.T. services method currently in place is not proactive or effective. This method tackles issues once they have occurred but does not provide lasting system solutions.

The major concern currently is cyber security. There are no formal security protocols/plans in place for hardware, software, using BBRD equipment for remote work, security breaches, or data recovery. After a review from an outside I.T. firm, it has been discovered that our network is vulnerable to cyber security threats the way it is currently constructed.

DaVinci's Computer Corp current fees:

- Professional fees \$13,270.55,
- Software renewal & Support fees \$11,686.56, (cloud storage/Microsoft 365)
- Dues & Subscriptions \$3,467.21.
- Equipment service repairs \$4649.00

**Total Fees= \$33,073.32**

Unified Technology Solutions	Omega Technology Solutions	Total Care IT
Provide day to day support including but not limited to desktop, anti-virus software, equipment monitoring, equipment service and repair, user helpdesk services and guidance to leadership in technology decisions  <b>Cost:</b> \$33,600 Annually/recurring	Manage desktop/networks/servers, software, helpdesk services, system engineer solutions and services, cloud services and Microsoft 365 management, IT Asset management, cyber security management and procurement services <b>One-time onboarding fee:</b> \$2,235 <b>Cost:</b> \$36,480 recurring	Managed services include workstations, servers, vendors, user accounts, system reporting, inventory reporting, site assessment, Network security management  <b>Cost:</b> \$75,240 recurring

625 Barefoot Blvd Barefoot Bay, FL 32976

T: 772.226.9760 W: [www.bbrd.org](http://www.bbrd.org)

\*Prices do not include subscription and software renewal fees

Omega Technology Solutions(OTS) is the best option because all managed services are covered under a flat monthly fee. They provide full transparency regarding upfront costs, the service process and termination agreement. OTS has the support of a team and provides unlimited helpdesk support.

- Current Fees=\$33,073.32
- New Fees=\$36,480.00
- Difference of Fees=**\$3,406.68**

Although the BBRD Policy Manual states that procurements over \$7,500.00 require BOT pre-approval, in the best interest of BBRD's security interests, I recommend (as you stated we could do the inherent risk involved in changing I.T. vendors) that you waive that requirement and seek confirmation from the BOT after the service is switched to OTS. I acknowledge that this change will incur an extra cost that has not been budgeted. However, I believe that lowering security risk while having more streamlined networks will be worth the increased investment. Many local governments have increasingly experienced ransomware attacks over the last few years that have costed them hundreds of thousands of dollars to get their data back. Additionally, I believe that a flat monthly fee for all service-related matters will smooth costs out over time.

Please let me know if I can clarify any part of this request.

### Payment of Sales Tax

In accordance with State law, Barefoot Bay Recreation District is exempt from paying sales tax on purchases. A copy of the District's sales tax exemption certificate shall be maintained and available at the administrative offices.

### Capital Budget Expenditures

The Board of Trustees and Community Manager must approve all Capital budget purchases. Capital budget purchases or outlays are for the acquisition of or addition to fixed assets. They generally add value to the land or building, have a useful life of more than one year, are of a non-consumable nature, and must exceed \$5,000.00<sup>14</sup> in value.

Capital Budget expenditures are classified as:

1. Land: including land acquisition cost, easements, and/or rights of way.
2. Buildings
3. Improvements other than buildings: including, but not limited to, roads, bridges, curbs and gutters, docks, wharves, fences, landscaping, lighting systems, parking areas, storm drains, and athletic fields.
4. Machinery and equipment: includes motor vehicles, heavy equipment, office furniture and equipment
5. Construction in progress: used to account for undistributed work in progress on construction projects.

### General Purchasing Requirements

Community Manager shall ensure that the funds are sufficient and authorized for all expenditures. Each department/area of operation purchases supplies and inventory items according to the department's budget plan for the fiscal year. This policy has been deemed the most cost-effective, efficient approach to purchasing. The purchase of office supplies shall be coordinated through the community manager's office. The department heads/managers shall be responsible for staying within their budget as adopted by the Board of Trustees.

Department	Department Head or Designee
Administration	Community Manager or Designee

The Community Manager is authorized to approve budgeted expenditures of up to \$7,500.00 without Board authorization. All expenditures of \$7,500.00<sup>15</sup> or more shall be authorized by the Board of Trustees and have two authorized signatures on ANY check.

### Use of Purchase Orders-Competitive Pricing

The primary method of purchasing a product is through a purchase order. A purchase order ensures that proper procedures and approvals have been obtained prior to placing the order for the product. Certain items do not require a purchase order and are listed under exceptions to the use of Purchase Orders.



## Barefoot Bay Recreation District

625 Barefoot Boulevard, Administration Building  
Barefoot Bay, FL 32976-9233

Phone 772-664-3141  
Fax 772-664-1928

**Memo To:** Board of Trustees  
**From:** John W. Coffey, Community Manager, ICMA-CM  
**Date:** January 8, 2021  
**Subject:** Manager's Report - revised

### Resident Relations

#### **ARCC Meeting 12/22/20**

- 21 Consent items – 20 approved, 1 tabled for additional measurements
- 6 Other items – 6 approved

#### **Next ARCC Meeting**

- Scheduled for January 5, 2021 in Bldg. D/E at 9am

#### **Violations Committee Meeting 12/04/20 (Bldg. D/E at 10am)**

- 27 cases are on the agenda
- 16 cases were found in violation, 6 cases came into compliance prior to the meeting, 5 cases DOR is working with the homeowners

#### **Next Violations Committee Meeting**

- Scheduled for January 8th in Bldg. D/E at 10am

### **Employee Listing**

- 26 employees are employed at Full Time
- 55 employees are employed as Part Time
- 5 employees are employed as Part Time Temporary
- 3 employees have been rehired as Part Time cooks effective January 4, 2021

### Property Services

- Ongoing remodel on Pool 2 Ladies restroom
- Installed a new quick disconnect valve at Pool 1
- Pool 3 heater has been repaired
- Replaced all lights around the pool at Pool 2

- Replaced light fixtures on post at the shopping center
- Replaced lights in the hallway at Building D&E
- Replaced the pump at the pier.
- Met with engineer at the shopping center regarding electrical panel.
- Trim trees on common grounds, Administration Building and on Barefoot Blvd.
- Added mulch to the gardens at the Administration Building and common areas.
- Addressed all current DOR violations.
- Mowed all common areas.

### Golf-Pro Shop

- Tournaments (Call Pro Shop @ 664-3174 for details)
  - Jan 16<sup>th</sup> Sandy Lobello Memorial Veterans Golf Tournament
    - Tee Times throughout the day
    - Boxed Lunch
  - Jan 19<sup>th</sup> Martini League Tournament (9 Holes)
    - 3 pm Shotgun
    - Limited to 50 players
  - Jan 26<sup>th</sup> Ladies 18 Hole CTP Tournament
    - Must be a member of the Ladies 18-Holers to be eligible to play
  - Jan 30<sup>th</sup> Carl Anderson Memorial Tournament (9 Holes)
    - 1 pm Shotgun
    - Limited to 50 players
- Watertronics has removed the first irrigation pump off site for service
  - When pump 3 returned, pump 2 will be removed and taken off site for service

### Food and Beverage

- 19<sup>th</sup> Hole opened for Lunch this past Monday. Lunch service is 11-3 p.m. Monday through Saturday. Bar snacks are available after 3 p.m.
- Live music will be held alternating Saturday and Sundays from 2-6 p.m. Saturdays the bands play on the new stage lakeside and Sundays are poolside in front of the Lounge. This Sunday we have Joe Reid and Heartland.
- Entertainment calendars are posted on the Food and Beverage Facebook page