

**BOARD OF TRUSTEES
REGULAR BOARD MEETING
October 5, 2020
9:30 A.M.
SMALL HALL
1903 69TH AVENUE WEST
BRADENTON, FLORIDA 34207**

REGULAR MEETING

Call to order
Roll Call
Public Comments
Approval of minutes
Report of Treasurer
Approval of bills
Staff or Attorney Comments
Informational reports from Trustees
Report(s) from standing committees
Old business
New business
 Extend Candidate Night Hours for November 2, 2020 (Dalton)
 Update Public Records Fees/Office Fees – PP19 (Dalton)
 Approve Comprehensive Support from Big Fish Technologies (Chandler)
Reports of Clubs & Organizations
Adjournment

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Pursuant to Section 286.26, Florida Statutes, and the Americans With Disabilities Act, any handicapped person desiring to attend this meeting should contact TJ Miller at 941-756-7177, at least 48 hours in advance of the meeting, to ensure that adequate accommodations are provided for access to the meeting.

EXECUTIVE ORDER 20-193 IS SCHEDULED TO EXPIRE ON 10/1/2020. SHOULD THE GOVERNOR NOT EXTEND EXECUTIVE ORDER 20-193 THE MEETING WILL BE CANCELED DUE TO LACK OF A QUORM.

TRAILER ESTATES BOARD OF TRUSTEES
MOTION FOR ACTION OR RULES CHANGE

Type of Motion

Action X
Rules

Rule to be changed:

Page: Section: Paragraph:

Presented by: Lori Dalton Date: October 5, 2020

Seconded by: _____ Date: _____

Passed: _____ Date: _____

Denied: _____ Date: _____

Tabled: _____ Date: _____

Other: _____ Date: _____

A MOTION AS FOLLOWS: To extend hours for candidates' night to begin at 6:00 p.m. and no later than 9:30 p.m. for November 2, 2020.

Costs/Estimated Costs:

Attachments:

Trustees FOR

Trustees AGAINST

TRAILER ESTATES BOARD OF TRUSTEES
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Date: _____

A MOTION AS FOLLOWS: Update Public Records Fees/Office -PP19 to reflect the new hourly wages of the Office Manager and Office Assistant and to have the secretary adjust PP19 each November to reflect the actual costs.

Costs/Estimated Costs:

Attachments: Revised PP19, as previously discussed at September 8, 2020 workshop.

Trustees FOR

Trustees AGAINST

**TRAILER ESTATES PARK AND RECREATION DISTRICT
PUBLIC RECORDS FEES/OFFICE FEES PP19**

COPIES: \$.15 per page, \$.20 two-sided page

Audiotape Cassette \$ 1.50 CD Disc \$1.50 DVD Disc \$1.50

FAXES (Sent/Received):	1 st Page	Additional Pages
FL or 800 numbers	\$ 1.00	\$ 1.00
Other States	\$ 2.00	\$ 1.00
Canada	\$ 5.00	\$ 1.00
Email	\$ 1.00	\$ 1.00

DEPOSITS: If the records custodian determines that the request will require extensive clerical work to compile the requested records, extensive supervisory assistance, or an extensive use of information technology resources, an advance deposit may be required before the request will be processed.

ADDITIONAL FEE INFORMATION:

Public record requests requiring extensive clerical or supervisory assistance, extensive research (i.e. legal, paralegal, etc.), or extensive use of information technology resources may be charged an additional fee on a case by case basis.

The fee shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the Trailer Estates Park and Recreation District(TE) or attributable to TE for the clerical and supervisory assistance required, or both. Labor costs will include wages, Medicare/social security employer costs, and costs of benefits (health, dental, and retirement).

An additional fee may be charged for requests which require an extensive amount of clerical or supervisory assistance (more than 15 minutes), or an extensive use of information technology.

**TRAILER ESTATES PARK AND RECREATION DISTRICT
PUBLIC RECORDS FEES/OFFICE FEES PP19**

<u>TIME</u>	<u>Office Manager</u>	<u>Office Assistant</u>
16-30 minutes	\$10.38	\$6.76
31-45minutes	\$20.76	\$13.51
46-60 minutes	\$31.14	\$20.26
61-75 minutes	\$41.52	\$27.01
More than 60 minutes prorates at the rate of	\$41.52	\$27.01

Fees are set according to the provisions of Florida Public Records Law, Chapter 119. These actual costs are to be adjusted each November after annual salary changes.

TRAILER ESTATES BOARD OF TRUSTEES
MOTION FOR ACTION OR RULES CHANGE

Type of Motion

Action X
Rules

Rule to be changed:

Page: Section: Paragraph:

Presented by: Mary Chandler Date: October 5, 2020

Seconded by: _____ Date: _____

Passed: _____ Date: _____

Denied: _____ Date: _____

Tabled: _____ Date: _____

Other: _____ Date: _____

A MOTION AS FOLLOWS: Approve a three-year contract from Big Fish Technologies to provide comprehensive IT Support at a monthly cost of \$599.73.

Costs/Estimated Costs: Annual Cost of \$7,196.76

Attachments: New Contract Attached

Trustees FOR

Trustees AGAINST

Managed Services & Network Management Letter of Agreement

Trailer Estates

1903 69th Avenue Bradenton, FL 34207

Mary Chandler
Treasurer

August 11, 2020



BIG FISH Technologies (BFT) will provide the following for your community's IT support. This Letter of Agreement (LOA) is for Trailer Estates (TE or "the Client") and is based on the following areas that BFT will provide services on a monthly basis/and or as needed for a period of three years from the date of the signed agreement. Any failed hardware replacement needs or client upgrade requests during the course of the agreement would be quoted separately on an as needed basis.

Key Areas of Support to Include:

- **Network Management**
 - Includes preventative maintenance on all equipment operating on the TE network (Computers, Servers, Switches, Printers and Network Devices)
 - Manage VPN for Treasurer Laptop when it is back north
 - i.e. Windows Service Pack & Firmware Updates, Antivirus Updates, Security Patches, Cleaning of Fans, etc....
 - Anti-Malware Software/Scan/Updates – Webroot Malware/Virus software and verify that it is up to date and running. Do a complete system scan on all computers for malware and remove as necessary. Cost of premium software included in maintenance plan.
 - System cleanup/maintenance – Remove all temporary internet files, defragment the hard drive, and perform registry repair as necessary on all computers.
- **Maintain Support for MAG Locks for Building Entry**
 - Support MAGLOCKS and Kantech Software, as well as mobile apps
- **Support Outdoor Antennas** - Ubiquiti
- **Support Surveillance Cameras and NVR**
 - Support and maintenance of current surveillance camera system and additional cameras as added.
- **Support Wi-Fi Access Points**
 - Support and maintain Ubiquiti Wi-Fi Radios located on property
- **Support Community Channel**
 - Includes preventative maintenance on equipment.
 - Training of volunteers and staff of use of equipment.
- **Server/Shared Storage Backup Software & Monitoring** - iDrive Backup Services
 - Install and maintain off-site backup software for all computers and servers operating within the managed network
 - Initial services to include backing up information of up to 5TB of "Shared" data storage.
 - Ensure that successful backups are being completed on a daily basis
- **Web Hosting and Email** - Including incoming spam filtering and outgoing web surfing protection against malware, phishing and viruses
- **Phone Service (VoIP) - 3 Lines of Service**

General Terms and Conditions

- **Payments** – Payment is due in advance on the 1st of every month. Other payment arrangements may be arranged at customer's request. If any amount owed under this Agreement is not paid when due, BFT may add a service charge of 1-1/2% per month on unpaid amounts. Customer agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by the Client. BFT reserves the right to discontinue service if account is not current.
- **Equipment Purchases** – All purchases of community devices to operate on the community's network needs to be purchased through or reviewed by BFT. This will eliminate having to support devices that will not work on the network or that will not work efficiently on your network and cause conflicts.
- **Typographical Errors** – BFT cannot be held bound or held responsible for typographical errors or omissions.
- **Limitations of Technology** – The Client acknowledges that technologies are not universally compatible and that there may be particular services or devices that BFT may be unable to monitor, manage, or patch. Because there are risks associated with applying and failing to apply patches, BFT constantly reviews and updates our best practices based on the relative threats to patch delivery timing. Every effort is made to balance the reduction of vulnerabilities with the slight destabilization risk associated with applying new patches to otherwise stable systems. BFT agrees to inform the Client when such a situation exists. The Client agrees to allow BFT to correct the situation if applicable, and to hold BFT harmless in any case. Patch definitions and antivirus definitions are distributed by their respective software vendors, and as such, BFT has no direct control over the effectiveness or lack thereof of the software being applied. BFT shall not be held responsible for interruptions in service due to patches released by software vendors.
- **Force Majeure and Malicious Acts** – This agreement is designed to cover the support needs of the Client during normal operating conditions. BFT shall not be liable for damages, delay, or default in performance if such delay or default is caused by conditions beyond its control including, but not limited to acts of Nature, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrection, and/or any other cause beyond the reasonable control of either party. Furthermore, damage and/or significant problems that result from anomalies and/or abnormal circumstances such as fire, flood, electrical surges, deliberate malicious acts, theft, acts of Nature, wars, insurrection, and/or any other cause beyond the reasonable control of either party fall outside the terms of this agreement.
- **Confidentiality** – Neither party shall disclose any proprietary or confidential information obtained from the other unless so directed by a court of law or government authority. The Client agrees not to discuss rate(s), term(s), or any information regarding this agreement without the prior written consent of BFT. For promotional purposes, BFT shall have the right to disclose to others the identity of its clients.
- **Hiring of Employees** – The Client agrees not to hire or attempt to hire any BFT employee, contractor, or former employee within two years of termination of employment, as full time or part time employee, contractor, or any other such position without the written consent of BFT. The Client understands and agrees that BFT shall suffer such irreparable harm in such event that the Client shall, if such breach should occur, immediately pay to BFT an amount equal to the employee's annual compensation (including salary and expected bonuses) at the time of breach.
- **Authority** – Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive or Chief Financial Officer or any person designated by either of those two individuals shall have power and authority to bind the Client to this Agreement.
- **Contractor Status** – The relationship of BFT to the Client is that of an independent contractor and not that of an agent or employee of the Client. It is expressly understood and agreed by the parties that the Client shall not

have, nor exercise, and control direction over the manner or methods by which BFT provides services other than the right to require that the performance of such services be in accordance and consistent with the terms set forth in this Agreement.

- **General Health and Safety** – BFT agrees to comply with all applicable health and safety protocols. The Client agrees to remedy any conditions which exist that have the potential to create a hazard.
- **Site Access** – The Client will be responsible for obtaining proper and adequate permission for BFT to enter upon and operate within the lands and properties designated as the Client's work area. Client may be required to provide BFT with the means necessary to access Client's work area during non-business hours for Project/Integration services.
- **Equipment and Facilities** – The client agrees that BFT may utilize certain items of the Client's equipment and may gain access to certain facilities owned by the Client. The Client retains title and ownership of all equipment (purchased by the Client and utilized by BFT), and must grant authority for BFT to access the Client's facility. Facility access may be denied for any reason at any time, however if access to facilities denied, the Client understands that BFT may be unable to perform their duties adequately and if such a situation should exist, BFT will be held harmless.
- **Passwords** – Client acknowledges that BFT must have access to any and all systems and resources to perform their duties under this agreement, As such, BFT must have access to any and all passwords.
- **Defaults and Excusable Delays** – BFT shall not be liable for damages occasioned by delays due to causes beyond BFT's control and without its fault or negligence, provided BFT promptly notifies the Client when such a delay becomes apparent.

Warranty and Disclaimer

- THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. In all events not provided for in this Agreement and where permitted by law, BFT's liability (regardless of the form of action) will be limited to the Client's direct damages in an amount up to \$1,000. BFT's entire liability and the Client's exclusive remedies for BFT's liability of any kind (including liability for negligence) for performance, non performance or delays in performance by BFT under this Agreement are limited to those contained in this Agreement where permitted by law.

Indemnification

The Client agrees to indemnify, defend and hold harmless BFT from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against or incurred by BFT by or due to any person not a party to this Agreement for any expense, loss or damage including, but not limited to, statutory civil damage, personal injury, death and or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, whether due to the sole, joint, or several negligence of BFT or its agents, servants, employees suppliers, or subcontractors, breach of contract, express or implied, breach of warranty express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

BFT agrees to indemnify, defend and hold harmless the Client from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against or incurred by the Client by or due to any person not a party to this Agreement for any expense, loss or damage including, but not limited to, statutory civil damage, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the equipment, whether due to the sole, joint, or several negligence of the Client or its agents, servants, employees suppliers, or subcontractors, breach of contract, express or implied, breach of warranty express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

- **No Third Party Beneficiary** – All of the provisions of this Agreement are solely for the benefit of the parties hereto. No provisions of this Agreement shall inure to the benefit of any person that is not a part of the Client. Third parties shall have no rights hereunder.
- **Consequential Damages** – Neither the Client nor BFT shall be liable to the other for any consequential damages arising out of or related to the performance of this Agreement.
- **Entire Agreement** – This Agreement is the exclusive statement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals, and awards, written or oral, relating to its subject matter. The Client and BFT agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or condition, shall in no way affect any other term, covenant or condition herein contained. Headings, titles, and paragraph captions are inserted in the Agreement for convenience, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.
- **Jurisdiction** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Pricing

DESCRIPTION	COST / FEES
Monthly Support - (4) Hours As Needed	Monthly
Maintenance – Maintain Server & Network Device Updates	Quarterly
PC Cleaning & Dusting - Dismantle, Blowout and Clean PCs to help maintain PC performance and longevity, Check for system updates, Check System Logs for Errors, Update Drivers (as needed).	Annually
I-Drive Backup & Storage – Includes 5TB of Shared Storage	Annually
Webroot - Install Webroot software and verify that it is up to date and running. Run a complete system scan on all computers and devices on the network for malware/viruses and remove as necessary	Annually
Web Filtering (SecureSurf)	Annually
Email Spam Filtering (SecureTide)	Annually
Phone Service (3 Lines of VoIP Service)	Monthly
Web Hosting and Email	Annually
ANNUAL COST	\$7,196.80 annually
MONTHLY CONTRACTED FEE	\$ 599.73 /monthly

Any issues outside of or above the Monthly Support will be billed as stated below:

- **Remote Support** – Provide remote support for any technical or training request through via telephone and/or remote control software installed on pc. *Remote support time to be billed at hourly rate of \$75.*
- **Onsite Support** – At the discretion of the technician, on site visit may be required to complete support request. Certain requests can only be completed through an onsite visit. For example; pc/printer installation, relocation, hardware failure or similar instances. *Onsite support time to be billed at regular hourly rate of \$95.*
- **Security Recommendations** – Make security recommendations as necessary to client to insure maximum protection of all systems.
- **Hardware Recommendations** – Make hardware recommendations as necessary for systems to maintain high level of efficiency and reliability. For example; Recommendation to replace aging equipment.

***Hardware and materials for potential upgrades or failure replacement will be billed as a separate line item

Acceptance

By signing below, parties are indicating they have read and agree to the terms of this agreement in its entirety and they are authorized to make such decisions for their organization.

_____ Date: _____

_____ Date: _____

Randy Newby, President

Mary Chandler - Treasurer / and or Board Member