

**RESOLUTION NO. 2021-134**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE MASTER AGREEMENT (SINGLE SOURCE) BETWEEN THE CITY OF COCONUT CREEK AND CENTRALSQUARE TECHNOLOGIES, LLC, FOR VARIOUS LEGACY SOFTWARE LICENSES, SERVICES, AND SUPPORT THAT FACILITATE DAY-TO-DAY OPERATIONS OF THE CITY'S POLICE DEPARTMENT, FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, AND SUSTAINABLE DEVELOPMENT DEPARTMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in 1999, the City procured new enterprise operating software for implementation and daily use by the City's Police Department (public safety solutions generally referred to as "ONESolution Public Safety and Justice/OSSI"); and

**WHEREAS**, in 2001, the City again procured new enterprise operating software for implementation and daily use by the City's Finance and Administrative Services Department and later Sustainable Development Department (public administration solutions generally referred to as "Pentamation, FinancePLUS, and CommunityPLUS"); and

**WHEREAS**, the above products and services were procured from CentralSquare Technologies, LLC's legacy entities including, but not limited to SunGard Pentamation, Inc., SunGard Public Sector, LLC, Open Software Solutions, Inc., and Superior, LLC; and

**WHEREAS**, in 2016, through Resolution No. 2016-266, the City Commission authorized a new agreement for ONESolution Public Safety and Justice/OSSI (herein after referred to as "2016 OSSI Agreement") that superseded and replaced the original agreement from 1999, which had been amended five (5) times, and contained seventeen (17) other add-ons; and

**WHEREAS**, since that time, the 2016 OSSI Agreement has been amended four

(4) times, and one (1) addendum was added—all to accommodate renewals, additional products and services, as well as name changes and assignments due to mergers by CentralSquare; and

**WHEREAS**, also in 2016, through Resolution No. 2016-200, the City Commission authorized a new agreement for Pentamation, FinancePLUS, and CommunityPLUS (herein after referred to as “2016 Pentamation Agreement”) that superseded and replaced the original agreement from 2001, which had been amended four (4) times, and contained at least two (2) other add-ons; and

**WHEREAS**, since that time, the 2016 Pentamation Agreement has been amended four (4) times—all to accommodate renewals, additional products and services, as well as name changes and assignments due to mergers by CentralSquare; and

**WHEREAS**, the parties have negotiated a Master Agreement in an effort to avoid unnecessary duplication of paperwork that correspond to the same company, CentralSquare, and start fresh with current terms and conditions pertaining to the City’s needs with regard to both the public safety and the public administration solutions; and

**WHEREAS**, the Master Agreement, attached hereto and incorporated herein as Composite Exhibit 1 to this resolution, covers all of the products and services desired by the City from CentralSquare and is comprised of the following parts:

Master Agreement (Single Source) incorporates by reference –

Exhibit A, “CentralSquare Solutions Agreement”

Exhibit 1, “Maintenance Cost Summary”

Exhibit 2, “Supports Standards”

Exhibit 3, “Travel Expense Guidelines”

Exhibit 4, “CentralSquare’s Minimum Maintained Insurance”

Exhibit B, “Subscription Service License & Use Agreement”

Schedule A, “Software Technical Support”

Addendum 1, “Business Association Assurance”

Addendum 2, “Subscription Cost Summary”; and

**WHEREAS**, the Master Agreement is retroactively effective as of October 1, 2020, in order to authorize payment for the current fiscal year's use of said products and services, and provides an initial term of five (5) years with one (1) automatic renewal period of five (5) years, unless either party delivers Notice of Non-Renewal six (6) months prior to the end of the initial term; and

**WHEREAS**, the Master Agreement provides a framework for the City to add or cancel products or services at any time during the term of the agreement, and thereby administratively amend either Exhibit 1, "Maintenance Cost Summary," or Addendum 2, "Subscription Cost Summary," thereto, as applicable; and

**WHEREAS**, the Master Agreement will improve current City processes in terms of contract management i.e. assignments/renewals/modifications, invoicing and auditing to avoid duplication, and updates terminology and deliverables; and

**WHEREAS**, the City Commission has determined, upon examination of the issue, that the City's relevant legacy public safety and public administration software systems should be addressed in a single comprehensive Master Agreement with CentralSquare, and that it is necessary and in the interest of the public health, safety, and welfare to authorize execution of said agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. The Master Agreement, identified as Composite Exhibit 1 to this resolution, is incorporated herein and made a specific part of this resolution.

**Section 2:** That the City Commission has reviewed and hereby approves the Master Agreement, identified as Composite Exhibit 1 to this resolution, between the City of Coconut Creek and CentralSquare Technologies, LLC, to provide for various legacy software licenses, services, and support.

**Section 3:** That the City Manager, or designee, is hereby authorized to execute the attached Master Agreement, identified as Composite Exhibit 1 to this resolution.

**Section 4:** That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

**Section 5:** That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 24<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Rebecca A. Tooley, Mayor

Attest:

\_\_\_\_\_  
Leslie Wallace May, City Clerk

Tooley	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Welch	<u>Aye</u>
Railey	<u>Aye</u>