

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5 SS

Council Meeting Date: November 21, 2023

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: E. Michael Leonard, CAO *gmc*
John Miller, Director of the Police Department

SUMMARY EXPLANATION:

Resolution authorizing subscription to FCIS software from ERAD Group, Inc. for use by the City of Biloxi Police Department

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Services Agreement
Exhibit B: One Source Certification

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Lawrence	___	___	___	___	Tisdale	___	___	___	___
	Gines	___	___	___	___	Glavan	___	___	___	___
	Newman	___	___	___	___	Barrett	___	___	___	___
	Deming	___	___	___	___					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING SUBSCRIPTION TO FCIS SOFTWARE FROM ERAD GROUP, INC. FOR USE BY THE CITY OF BILOXI POLICE DEPARTMENT

WHEREAS, the City of Biloxi (the "City") Police Department is in need of new software, known as FCIS (the "Software"), produced by ERAD Group, Inc. ("ERAD");

WHEREAS, said Software will be used to gather geo-location information from payment cards, determine relevant issuer and processor information from payment cards, identify the monetary amount of funds stored on prepaid access cards and other prepaid access devices, and freeze and seize funds on prepaid access cards and debit cards for subsequent deposit to an authorized depository account and is necessary for the day-to-day business of the Police Department;

WHEREAS, subscription to the Software requires that the City accept all terms and conditions of ERAD, as stated in the Services Agreement (the "Agreement"), attached hereto as Exhibit "A";

WHEREAS, subscription to the Software for the first year shall cost Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), for a term beginning upon activation and ending 365 days later, as stated in the Agreement attached hereto as Exhibit "A";

WHEREAS, the Software is only available through ERAD, as indicated on the One Source Certification attached hereto as Exhibit "B";

WHEREAS, continued use of such Software will require that the City purchase certain licenses, web hosting services, subscriptions and/or maintenance services each year that the Software remains in use, at an estimated cost of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00);

WHEREAS, funding for the Software is available in the Municipal Budget for fiscal year

ending September 30, 2024, line item 01511-6689; and

WHEREAS, it is the recommendation of John Miller, Director of the Police Department, that the City enter into the Agreement, attached hereto as Exhibit "A," and authorize subscription to the Software from ERAD.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: It is hereby found and determined that ERAD Group, Inc. is the sole supplier of FCIS software and constitutes a single source item pursuant §31-7-13(m)(viii) of the Mississippi Code of 1972, Annotated, and that the procurement of said software is exempt from the provisions of §31-7-13.

SECTION THREE: The Mayor, on behalf of the City of Biloxi, is hereby authorized to execute and enter into the Services Agreement, attached hereto as Exhibit "A," with ERAD Group, Inc..

SECTION FOUR: Payment to ERAD Group, Inc. in the amount of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00), is hereby authorized and approved.

SECTION FIVE: Shane Dimitry, or his designee, is hereby authorized to do all things necessary to keep said Software properly licensed and maintained, including but not limited to, indicating consent on behalf of the City of Biloxi to any additional terms and conditions required by ERAD Group, Inc., provided that such terms and conditions do not result in a price increase from that which is stated herein.

SECTION SIX: This resolution shall take effect and be in force from and after adoption.



SERVICES AGREEMENT

This Services Agreement is made between ERAD Group, Inc. ("EGI") and City of Biloxi ("Agency").

1. Introduction.

Agency will use EGI's FCIS software ("Product") to access the client processing service described herein ("Investigative Processing Service") in order to: (i) utilize geo-location information to identify potential leads; (ii) determine relevant issuer and processor information from payment cards; (iii) identify the monetary amount of funds stored on prepaid access cards and other prepaid access devices; and (iv) freeze and seize funds on prepaid access cards, prepaid access devices, and debit cards for subsequent deposit to an authorized depository account owned and controlled by Agency.

2. Term.

This Agreement is effective as of the last signature date, ("Agreement Effective Date"), and shall remain in effect for an initial period of One (1) year ("Initial Period"). After the Initial Period, Agency may extend this Agreement for successive One (1) year periods (each a "Renewal Term") by giving written notice to EGI prior to the end of the then-current term. The Initial Term and all Renewal Terms shall be referred to as the "Term."

3. Fees.

Agency shall pay EGI the following fees:

Annual Enterprise License (up to 50 Users)	\$ 7,500.00
Additional 10 Users	\$ 500.00/year
Prepaid Card Seizure Processing Up To \$20,000 Per Year	Included
Additional Prepaid Card Seizure Fee – 6% of Seizure Amount	

Agency must pay any fees, anticipated returns, fines or other third party charges associated with use of the Product (collectively, "Pass-Through Fees"), including, disputes, chargebacks chargeback fees, retrievals and fines.

4. Investigative Processing Service. Agency shall use the Product to access the Investigative Processing Service.

5. Exclusivity. EGI shall be the sole and exclusive provider of the Investigative Processing Service to Agency and its affiliates, and neither Agency nor any of its affiliates shall engage a third party to provide the same or similar service, nor shall Agency provide same on its own behalf.

By signing below, you agree to the terms of this Agreement and the ERAD Services General Terms & Conditions version 3.1 incorporated herein by reference.

City of Biloxi
PO Box 429
Biloxi, MS 39533
Tel: (228) 435-6388

ERAD Group, Inc.
5301 Alpha Road, Suite 80-17
Dallas, TX 75240
Tel: (571) 207-3723

Rachel M. Quave
Contract Manager

Date

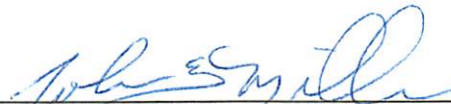
Steve Beckerman
Chief Operating Officer

Date



ONE SOURCE CERTIFICATION

This is to certify that this purchase request covers a commodity which is available from one source only, ERAD Group, Inc., and that neither comparative nor competitive quotations can be obtained.



John Miller, Director of the Police Department



ERAD Group, Inc.
5301 Alpha Road, Suite 80-17
Dallas, TX 75240
571-207-3723
Federal Tax ID: 46-4416122
Federal ORCA and CRR: 96-227-5223 Federal SAM: 73JP7

Sole Source Representation

January 1, 2023

To whom it may concern:

This letter has been written to confirm that ERAD-Intel™ and ERAD-Recovery™, are sole source products. The software applications were developed by ERAD Group, Inc. and licensed exclusively by ERAD Group, Inc. to law enforcement agencies who interrogate magnetic stripe payment cards and seize funds from prepaid cash cards. There are no agents or dealers authorized to represent this product and no other entities have the right to sub-license or make a similar or competing product.

The ERAD-Intel™ and ERAD-Recovery™ systems received U.S. Patent 8,881,976 B1 in 2014 to obtain balances and withdraw funds from prepaid access devices for law enforcement agencies.

ERAD-Intel™ and ERAD-Recovery™ allow authorized users to read the card number from a payment card and determine the amount of value associated with prepaid cards. A law enforcement officer can then freeze the cash balance associated with the prepaid card and, with proper authority, transfer those funds to a designated agency bank account. All of this can be accomplished using either a mobile device loaded with the ERAD-Intel™ or ERAD-Recovery™ applications, or by accessing the software through a secure web portal.

ERAD Group, Inc. warrants that no other software or products are available for purchase that provides the same functionality as the ERAD-Intel™ and ERAD-Recovery™ programs.

If you require additional information, please contact me at 727-781-7308, or by e-mail, steve.beckerman@erad-group.com.

Sincerely,

Steven Beckerman
Chief Operating Officer