

SARASOTA COUNTY HOSTING SERVICE AGREEMENT

THIS HOSTING SERVICE AGREEMENT made and entered into this _____ day of _____ 2009 by and between (“The School Board of Sarasota County, Florida”), hereafter referred to as “SCHOOL BOARD”, and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WITNESSETH:

WHEREAS, the COUNTY possesses available technological capacity in its data center; and

WHEREAS, SCHOOL BOARD desires to utilize a portion of this available capacity; and

WHEREAS, the COUNTY recognizes that sharing its available capacity with other public and non-profit entities serves the public interest; and

WHEREAS, Resolution 2004-095 authorizes the Sarasota County Administrator to approve and enter into agreements whereby the County’s excess capacity is made available.

WHEREAS, the parties wish to place all services previously provided under other agreements under this master agreement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration set forth below, the COUNTY hereby grants to SCHOOL BOARD a non-exclusive and non-transferable hosting service agreement, hereinafter referred to as “Hosting Service Agreement” as follows:

TERMS AND CONDITIONS

A. **Services Provided:** The service covered by this Hosting Service Agreement is a dedicated hosting service. All services will be provided in accordance with COUNTY’s Service Level Agreement (“SLA”), attached as Exhibit A and incorporated herein. Terms used in this Agreement and in the SLA are defined in Exhibit B, Definitions, attached hereto and incorporated herein. COUNTY will provide the following services at its Admin Data Center, located at 1660 Ringling Blvd, Sarasota, Florida:

1. Rack Space and Power requirements
 - a. Provide one Rack of space with a shared monitor and keyboard;
 - b. Provide physical security over the rack;
 - c. Arrange for continuous power to be provided by Florida Power and Light;

- d. Redundant power will be provided by UPS battery and Diesel Generator.

2. Network and Security Requirements

- a. Physical access to the facility will be by key card only. Video cameras in the data center monitor activity 24 hours a day, 7 days a week. In order for SCHOOL BOARD to gain physical access to data center, they have to contact County 24 hours prior to the access and then are accompanied by an authorized staff member at all times. County must notify SCHOOL BOARD 60 days prior to any changes in physical security;
- b. Maintain strict confidentiality of all SCHOOL BOARD data files. Data files are exclusively owned by SCHOOL BOARD and will not be accessed by unauthorized personnel. Promptly notify SCHOOL BOARD if there is suspicion or evidence of a security breach of any kind;

3. Monitoring and Reporting

- a. The COUNTY or its agent shall monitor all router, firewall, LAN, and switch systems. COUNTY Technology Staff will respond to emergency pages;

4. Technical Support

- a. A 24 hours X 7 days technical support number will be provided by COUNTY technical staff.

B. Services to be performed by SCHOOL BOARD:

- 1. SCHOOL BOARD will provide documentation as requested by COUNTY to ensure software licensing compliance;
- 2. No less than twenty-four (24) hours' notice will be given to the COUNTY Technology Management to gain physical access to the Admin data center;

C. Term: The term of this Hosting Service Agreement shall commence on, the date of execution of this Agreement by both parties and shall continue for one (1) year thereafter, or such earlier date on which the term is cancelled pursuant to the provisions of this Hosting Service Agreement. Provided the SCHOOL BOARD is not in default under the terms of this Hosting Service Agreement, the SCHOOL BOARD may elect to renew the Hosting Service Agreement for up to two (2) renewal periods of one (1) year each. The option to renew the Hosting Service Agreement shall be exercised in writing not later than ninety (90) days prior to the end of the initial licensing period or the first renewal period and signed by both the SCHOOL BOARD or its authorized agent, and the COUNTY'S Administrative Agent. The terms and conditions during such renewal period shall be the same, except the fee shall be adjusted as provided in Section D of this Hosting Service Agreement.

D. Payment of Fees:

1. Annual Fee for Use of hosting service. Annual Fee for Use of hosting service. SCHOOL BOARD shall provide the COUNTY annually the amount of two hundred nineteen thousand nine hundred seventeen dollars and sixty two cents (\$219,917.62), due and payable in monthly installments of eighteen thousand three hundred twenty six dollars and forty seven cents (\$18,326.47) with the first payment due within forty-five (45) days of the execution of this Hosting Service Agreement. The details of the fee are listed in Exhibit C.
2. Fee Adjustment: The fee shall be reviewed annually as part of the COUNTY's annual budget process and any fee adjustment shall be provided with a ninety (90) day notice.

E. Termination of Hosting Service Agreement:

1. If the SCHOOL BOARD is in material breach or default, including non-payment of any fees or invoices, which if curable, is not cured within thirty (30) days after receipt of the written notice of breach or default, then COUNTY'S Administrative Agent may terminate this Hosting Service Agreement upon thirty (30) days prior written notice.
2. Immediately following termination of this Hosting Service Agreement, SCHOOL BOARD shall either destroy or return all manuals, templates and product software provided by COUNTY and certify in writing to the COUNTY'S Administrative Agent that the SCHOOL BOARD has destroyed any such materials, which have not been returned.
3. In the event COUNTY terminates the delivery of services through the hosting service, or elects not to exercise the option to renew the Hosting Service Agreement then SCHOOL BOARD shall either destroy or return all manuals, templates and product software provided by COUNTY and certify in writing to the COUNTY'S Administrative Agent that the SCHOOL BOARD has destroyed any such materials, which have not been returned.
4. If the COUNTY is in material breach or default, including failure to perform as provided in section A "Services Provided" which is not cured within thirty (30) days after receipt of the written notice of breach or default, then SCHOOL BOARD may terminate this Hosting Service Agreement upon thirty (30) days prior written notice.

F. Limitation of Liabilities: COUNTY shall have no liability for any loss or liabilities resulting from any application of hosting services, or results, of such application by SCHOOL BOARD or any other party. In any event, COUNTY'S liability for any losses or damages which arise out of or in connection with hosting services provided under this Hosting Service Agreement, whether the claim is in contract or otherwise, shall not exceed the annual amount paid by SCHOOL BOARD for the particular hosting service as to which the claim arose. Under no circumstances shall COUNTY be liable for special, incidental or consequential damages, including, but not limited to, loss of anticipated income or loss resulting from business disruption, even if COUNTY has been advised of the possibility of such damages.

G. Applicable Law and Venue:

1. This Hosting Service Agreement shall be governed as to all matters of validity, interpretation, obligations, and performance or otherwise, exclusively by the Laws of the State of Florida, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Hosting Service Agreement shall be deemed to have been delivered and accepted by the parties in the State of Florida.
2. Any and all suits or any claims or for any and every breach or dispute arising out of this Hosting Service Agreement shall be brought and maintained solely in Sarasota County, Florida.

H. COUNTY'S Administrative Agent: The COUNTY'S Administrative Agent is designated to act on behalf of the COUNTY and to administer the terms and conditions of this Hosting Service Agreement. If necessary, a specific Administrator may be authorized to perform the duties and responsibilities of the Administrative Agent. The COUNTY'S Administrative Agent is Bob Hanson, Chief Information Officer, Sarasota County Government.

I. Notices: Except as otherwise provided herein, all notices required or permitted under this Hosting Service Agreement shall be made in writing and shall be deemed given and served when deposited in the United States Mail, postage prepaid and certified, directed as follows:

If to COUNTY:	Sarasota County Government 1600 Ringling Boulevard Sarasota, Florida 34236 Attn: Glenn Zimmerman, Enterprise Information Technology
With copies to:	Sarasota County Government 1600 Ringling Boulevard Sarasota, Florida 34236 Attn: James Ferguson
If to SCHOOL BOARD:	The School Board of Sarasota County 1960 Landings Boulevard Sarasota, FL 34231 Attn: Leona Collesano
With Copies to:	The School Board of Sarasota County 1960 Landings Boulevard Sarasota, FL 34231 Attn: Emily Gilmore
Either party may change its address by giving written notice of such change.	

J. Miscellaneous:

1. This Hosting Service Agreement constitutes the entire agreement between the parties with respect to hosting services and the matters discussed herein and no prior contracts, representation, condition, understanding, or agreement of any kind, oral or written, shall be binding upon the parties unless incorporated into this Hosting Service Agreement in writing. This Hosting Service Agreement may not be modified or amended except in writing by mutual agreement by both parties.
 2. If any provision of this Hosting Service Agreement is deemed invalid or unenforceable, the remaining provisions shall not be affected thereby. The terms and conditions of this Hosting Service Agreement shall prevail over any printed provision of any purchase order form used by SCHOOL BOARD to order the hosting services.
 3. This Hosting Service Agreement contains and embodies all the representations, covenants and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the parties hereto.
- K. Upon execution by both parties, this Hosting Service Agreement shall be effective retroactively to July 1, 2009. SCHOOL BOARD'S signature below constitutes its acceptance for the Hosting Service Agreement.
- L. This Hosting Service Agreement is intended to replace in their entirety the following agreements between the COUNTY and the SCHOOL BOARD: Safari Montage Hosting Agreement and Angel Hosting Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

WITNESS:

Print Name: _____

Signed By: _____

Date: _____

SCHOOL BOARD:

Print Name: _____

Signed By: _____

Title: _____

Date: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
COUNTY ADMINISTRATOR

Date: _____

*Executed by the County Administrator
Pursuant to Sarasota County Ordinance
No. 2009-16.*

WITNESS:

Print Name: _____

Signed By: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
COUNTY ATTORNEY

EXHIBIT A

Service Level Agreement (SLA)

Contents

I	Executive Summary	7
II	Hours of Coverage	7
III	Service Provider Contact	7
IV	General Overview	8
V	Sarasota School Board Environment	8
VI	Contact Persons	8
VII	Agreement Review	8
VIII	Incident Management Service Goals	8
IX	Services Provided	9
X	Party Responsibilities	9
XI	Financial Impact	10
XII	Customer Incidents	10
XIII	Sarasota County’s EIT Change Management	10

I. Executive summary

A. Services provided

1. This Service Level Agreement describes Sarasota County’s commitment to provide the following services:
 - a. 24x7x365 Support and Monitoring
 - b. Operating System support
 - c. Hardware support
 - d. Physical security of the servers

II. Hours of Coverage

The procedures in this Agreement are followed from 7:30 A.M. to 5:30 P.M. Monday through Friday eastern time (including holidays). Sarasota County School Board may request emergency support for urgent issues during non-covered hours by calling 941-861-7100.

III. Service Provider Contact

Sarasota Operations Team
Name: Glenn Zimmerman Title: CIO E-mail address: gzimmer@scgov.net Telephone number: 941-861-2070

Sarasota County School Board
Name: Leona Collesano Title: IT Director E-mail address: Leona_Collesano@sarasota.k12.fl.us Telephone number: 941-650-3304

IV. General overview

This Service Level Agreement (SLA) between **Sarasota Operations team** and **Sarasota County School Board** establishes a commitment for Information Technology Security as detailed in the Hosting Service Agreement. This document clarifies both parties' responsibilities and procedures to ensure Sarasota County School Board needs are met in a timely manner.

V. Sarasota School Board Environment

The hosted Sarasota County School Board Systems consist of the following:
Angel, Cafeteria, CrossPointe, Help, Recware, Safari Montage, SharePoint, SuccessMaker and Filtered Internet Access Services.

VI. Contact Persons

Vitel Solutions Service Desk Contact	Sarasota County School Board Contact
SD_Support@scgov.net 941-861-7100	TSD_support@sarasota.k12.fl.us 941-861-4357 or 941-927-9000 ext. 44357

VII. Agreement review

Sarasota Operations team designee will initiate a review of this SLA with Sarasota County School Board 30 days after the effective date above. A representative of either party may submit a written request for review of the Agreement to the process owner at any time. The Agreement should be reviewed annually. In the absence of the completion of a review, the current Agreement will remain in effect. The Service Provider will incorporate revisions into the Agreement if both parties mutually agree to the proposed changes.

Last review:

Next review:

Note: Sarasota Operations team will be responsible for making any necessary revisions to the internal incident-resolution escalation process (for example, the individuals or groups to be notified and the order in which they are notified).

VIII. Incident management service goals

The Sarasota Operations team on-call engineer will respond by telephone to the Customer's incident (submitted through Help system or a voicemail message) within:

1. 15 minutes (during coverage hours) for issues classified as urgent.
2. 30 minutes (during coverage hours) for issues classified as high priority.
3. One hour (during coverage hours) for issues classified as normal priority.
4. Twenty-four hours (during coverage hours) for issues classified as low priority.

Priority	Response time	Escalates every
Low	24	2 hours
Normal	1	1 hour
High	30 minutes	30 min.
Urgent	15 minutes	15 min.
Response times listed are in business hours.		

See *Sarasota County School Board Responsibilities* below for requirements on how the School Board shall submit issues. A resolution may not be available at the time the Sarasota Operations team contacts the School Board user, in which case the Sarasota Operations Team will attempt to estimate the “time to resolution.”

The Sarasota Operations team and appropriate School Board staff will mutually determine an issue’s priority classification.

IX. Services provided

- A. The Sarasota Operations team agrees to provide 24x7x365 monitoring, operating system support, hardware support and backups for the following applications: Angel, Cafeteria, CrossPointe, Help, Recware, SharePoint and SuccessMaker.
- B. The Sarasota Operations team agrees to provide 24x7x365 monitoring and hands on support for the Safari Montage System at a rate of \$134.57 per hour. The charge can be broken down into ¼ hour increments. In order for the Sarasota County Staff to execute the hands on support, it must be approved by a designated Sarasota County School Board Project Manager.
- C. The Sarasota Applications team provides Service Support for the Recware System. Support Services include 8 – 5 application support coverage and 24x7x365 database monitoring and support...
- D. The Sarasota Security team provides 24x7x365 support and monitoring, Firewall management, Intrusion detection/prevention for internet services, Web caching and content filtering,

X. Party Responsibilities

- A. Sarasota School Board Responsibilities
 - 1. School Board agrees to:
 - a. Follow appropriate procedures.
 - b. For issues unresolved, submit an e-mail message to TSD_Support@scgov.net. For emergency issues, call the Vitol Solutions Service Desk at (941) 861-7100.
 - c. Determine appropriate Help system issue priority (low, normal, high or urgent) in cooperation with Sarasota Operations team.
 - d. Request and schedule special services (for example, after-hours support) well in advance.
 - e. Be willing and available to provide critical information within 30 minutes of receiving a request for information from Sarasota Operations team seeking to resolve a School Board user issue.
- B. Sarasota Operations Team responsibilities
 - 1. General responsibilities:
 - a. Schedule maintenance (downtime) between 5:00 A.M. and 6:30 A.M. Monday thru Friday for Standard Changes and high impact changes will be performed on Sunday between 12:00 A.M. and 10:00A.M. unless circumstances warrant performing maintenance at another time.
 - b. Communicate in writing (e-mail) with School Board regarding issues involving change management (see Section XV below).
 - 2. Service Measures and Reporting
 - a. Sarasota Operations team will provide School Board with the following reports in the intervals indicated (monthly or quarterly).

Report name	Reporting interval	Delivery method	Responsible party
Server Uptime	Quarterly	Email	Sarasota Operations team

3. Customer Requests for Service Enhancement
 - a. Service enhancements are Sarasota County School Board requests for planned changes in service, for example, setting up remote connectivity for a vendor. School Board should request services by sending an e-mail message to Vitol Solutions Service Desk (TSD Support @scgov.net) at least **15** days in advance.
 - b. Sarasota Operations team will respond to requests for service received with appropriate advance notice within **24** hours.

XI. Financial Impact

- A. The Sarasota Operations team will assess and negotiate School Board service enhancement requests, taking into consideration the enhancement’s impact on existing budget and staff resources. If delivery of service enhancements can only be provided with funding from the School Board, Sarasota Operations team will provide School Board with a cost estimate in writing. School Board will then have the opportunity to determine whether to proceed with enhancement.

XII. Customer Incidents

- A. For technical problems or questions:
 1. Call the Vitol Solutions Service Desk (941-861-7100), or
 2. Create a Service Request via email to TSD_Support@scgov.net.

XIII. Sarasota County’s EIT Change Management

- A. Change management refers to any event that alters the existing state of a Customer’s production IT services, including software, hardware, networks and facilities. Service Providers seek to minimize disruption of IT services by using a standard process to communicate and implement changes.
- B. The chart on the following page provides an outline of the structure of Sarasota County’s Change Management.

Service Provider Change Management		Business impact	Customer notification and confirmation	Example
Planned	Standard	Minor or repetitive changes considered part of the normal workflow with <i>no affect</i> on Customer's business	None.	VPN creation, .dat updates, etc.
	Minor	Small changes that have a documented and proven implementation process with <i>little impact</i> to the School Board's business.	Sarasota Operations team will advise School Board <i>24 hours</i> in advance.	Modifying existing rules, VPN activation, etc.
	Project	Changes that may affect multiple locations and have a <i>broad business impact</i> .	Sarasota Operations team will advise School Board <i>five business days</i> in advance. School Board <i>must</i> confirm notification.	Infrastructure change in software or hardware
	Major	Changes that may affect multiple departments across multiple schools, with a <i>significant impact</i> to Customer business.	Sarasota Operations team will advise School Board <i>ten business days</i> in advance. School Board <i>must</i> confirm notification.	Service Pak updates
	Emergency (Immediate)	Changes that must be performed in order to correct a faulty network service having a <i>major impact</i> on School Board's business. Impact to business requires immediate resolution.	Sarasota Operations team will advise School Board <i>before and after change implementation</i> . Confirmed notification is preferred.	Server and/or Network unavailable.

EXHIBIT B

Definitions

1. **CPU** shall mean Central Processing Unit.
2. **Data Center(s)** shall mean any of the facilities used by Sarasota County to provide the Service(s).
3. **Foreground Intellectual Property** means all Intellectual Property that is conceived, or made, or reduced to a tangible medium of expression during any services provided or any activities conducted by Sarasota County pursuant to this Agreement.
4. **Initial Term** shall mean the minimum term for which Sarasota County will provide the Service(s) to "SCHOOL BOARD", as indicated herein. Except as otherwise expressly provided in this Agreement, Sarasota County is obligated to provide and "SCHOOL BOARD" is obligated to pay for each Service through its Initial Term and any Renewal Term.
5. **LAN** shall mean Local Area Network.
6. **Maintenance** shall mean the correction of any residual errors that may be discovered by Sarasota County or "SCHOOL BOARD" in any Sarasota County provided proprietary or non-proprietary software under a maintenance fee contract for Supported Program Hosting Service or Contracts at no additional charge. Suspected errors in the software discovered by "SCHOOL BOARD" will be handled according to Sarasota County's Software Service Support and Maintenance procedures in effect on the date Software Service Support and Maintenance is ordered or as directed in the Program Hosting Service or Contract, subject to payment by "SCHOOL BOARD" of all applicable Software Service Support and Maintenance fees. Coverage under the maintenance fee contracts excludes: (i) malfunction or inoperability of Supported Programs software caused by changes or additions in "SCHOOL BOARD'S" platform or in the Supported Programs software by anyone other than Sarasota County, if the Supported Programs software would have functioned or operated correctly without the changes or additions or without the change in platform, (ii) errors found to be caused by "SCHOOL BOARD" supplied data, machine or operator failure, "SCHOOL BOARD" negligence, or enhancements, modifications, or changes by anyone other than Sarasota County, or (iii) any other cause not inherent in the software as delivered and provided by Sarasota County.
7. **Program or Programs** shall mean: (i) the computer software code owned or distributed by Sarasota County for all Software Products and services outlined in this Agreement for which "SCHOOL BOARD" has been granted a Hosting Service pursuant to this Hosting Service Agreement between "SCHOOL BOARD" and Sarasota County; and (ii) the user guides and manuals for use of the software ("Documentation"); and (iii) Updates of Software Products.

8. **Program Hosting Service or Contract** shall mean a Program Hosting Service or contract for which "SCHOOL BOARD" has ordered Software Products or Services for the relevant time period under this Agreement.
9. **Proprietary Information** shall mean information, whether in tangible, machine readable, or electronic form, disclosed by either of the parties to the other, which the disclosing party at the time of disclosure identifies electronically or in written or other tangible form of expression as confidential and/or proprietary by means of a legend, marking, stamp or other notice identifying the information to be confidential and/or proprietary, or information disclosed orally or visually by a party to this Agreement, where the disclosing party identifies such information as confidential and/or proprietary at the time of disclosure and, within thirty (30) days after such oral or visual disclosure, reduces the subject matter of the disclosure to a tangible or electronic form properly identified in the manner described above and submits it to the receiving party.
10. **Renewal Term** shall mean any service term following the Initial Term.
11. **Residual Error** For the purposes of this Agreement, residual errors include software malfunctions, and programming, coding, and syntax that cause the Software Products to fail to conform to the contract requirements, Statement of Work, or as advertised in Sarasota County written material and after having been successfully acceptance tested, but excludes additional functionality or features not included in the contract requirements, Statement of Work, nor advertised in Sarasota County written material, nor included in an amendment to this Agreement. Also, "Residual Errors" and "generally made available under maintenance contracts at no additional charge" exclude (i) malfunction or inoperability of Supported Programs software caused by changes or additions in "SCHOOL BOARD's platform or in the Supported Programs software by anyone other than Sarasota County, if the Supported Programs software would have functioned or operated correctly without the changes or additions or without the change in platform, (ii) errors found to be caused by "SCHOOL BOARD" supplied data, machine or operator failure, "SCHOOL BOARD" negligence, or enhancements, modifications, or changes by anyone other than Sarasota County, or (iii) any other cause not inherent in the software as delivered and provided by Sarasota County.
12. **Service(s)** shall mean the specific service(s) provided by Sarasota County as described in the Statement of Work.
13. **Software Service Support and Maintenance** shall mean the Program support services provided under Sarasota County's Software Service Support and Maintenance policies in effect on the date Software Service Support and Maintenance is ordered.
14. **Supported Program Hosting Service or Contract** shall mean a Program Hosting Service or contract for which "SCHOOL BOARD" has ordered Software Service Support and Maintenance services for the relevant time period under this Agreement.

15. **UPS** shall mean Uninterruptible Power Supply.

16. **Work** shall mean any tangible deliverable provided by Sarasota County to "SCHOOL BOARD" as described in the Statement of Work.

EXHIBIT C

Fee Details

Application	Costs	# of Servers
Angel	18,938.70	5
Cafeteria	7,995.48	2
Cross Pointe	56,116.10	15
Help	7,697.74	1
30% shared Recware Hosting	5,740.98	
30% shared Recware Application Support	2,091.20	
Safari Montage	7,000.00	7
SharePoint Hosting	7,795.48	2
SharePoint Application Support	21,575.84	
SuccessMaker	55,716.10	15
Filtered Internet Access Services	29,250.00	
Total	\$219,917.62	47