

SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT

THIS TECHNOLOGY SERVICE AGREEMENT (Agreement) made and entered into this _____ day of _____, 2012 by and between ("The School Board of Sarasota County, Florida"), hereinafter 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 and the SCHOOL BOARD entered into a contract for the provision of hosting and related technology services, dated March 29, 2010; and

WHEREAS, the COUNTY possesses available technological capacity in its data center and provides fiber optic security and network services; and

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

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

WHEREAS, COUNTY 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 in other agreements under this Agreement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration set forth below, the COUNTY and SCHOOL BOARD hereby agree as follows:

1. Definitions:

- a. "Data Center(s)" shall mean any of the facilities used by COUNTY to provide the Service(s).
- b. "Database Support Services" shall mean remote consulting, support and managed services for databases.
- c. "LAN" shall mean Local Area Network.
- d. "Software Service Support and Maintenance" shall mean the Program support services provided under COUNTY'S Software Service Support and Maintenance policies in effect on the date services are ordered.

2. This Agreement provides for a dedicated hosting service, and includes fiber optic security and network services. By this Agreement, COUNTY grants to SCHOOL BOARD a non-exclusive and non-transferable license to services. All services will be provided as set forth in Exhibit A, attached and incorporated herein. COUNTY will provide the following services at its Administrative Offices or the Technology Data Center, locations are 1660 Ringling Blvd, and 5875 Bahia Vista Street, Sarasota, Florida.
3. Services to be Performed by COUNTY:
 - a. Rack Space and Power requirements
 - i. Provide one Rack of space with a shared monitor and keyboard;
 - ii. Provide physical security over the rack;
 - iii. Arrange for continuous power to be provided by Florida Power and Light;
 - b. Network and Security Requirements
 - i. Physical access to the facility will be by key card only and requires a Criminal Justice Information Services (CJIS) certification. Video cameras at 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 without the CJIS certification, they have to contact the County 24 hours prior to access and then must be accompanied by a CJIS-certified staff member at all times. County must notify SCHOOL BOARD 60 days prior to any changes in physical security;
 - ii. 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;
 - c. Monitoring, Reporting and Technical Support
 - i. The COUNTY or its agent shall monitor all router, firewall, LAN, and switch systems. COUNTY Technology Staff will respond to emergency pages for router, firewall, LAN, and switch systems;
 - ii. A 24 hours x 7 days technical support number will be provided by COUNTY technical staff for router, firewall, LAN, switch, and server operating systems.
4. Services to be performed by SCHOOL BOARD:
 - a. SCHOOL BOARD will provide documentation as requested to COUNTY to ensure software licensing compliance;
 - b. SCHOOL BOARD will provide a current list of all servers located in the Technology Data Center. If any changes are made to servers, the SCHOOL BOARD will provide an updated list prior to equipment decommissioning or new installments.
5. Term:
 - a. The term of this Agreement shall commence on the date of execution by both parties and shall continue for one (1) year thereafter, or until such earlier date upon which the

Agreement is cancelled as provided below. Provided the SCHOOL BOARD is not in default under the terms of this Agreement, the SCHOOL BOARD may elect to renew the Agreement for up to two (2) renewal periods of one (1) year each. The option to renew the Agreement shall be exercised in writing not later than ninety (90) days prior to the end of the initial term or the first renewal period as applicable. The COUNTY shall provide an agreement renewal document which shall be executed 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 Exhibit B of this Agreement.

- b. This Agreement shall be effective retroactive to July 1, 2012.

6. Payment of Fees:

- a. Annual Fee for the Use of Technology hosting, network, security services: SCHOOL BOARD shall provide the COUNTY annually the amount of eight hundred twenty-five thousand, nine hundred thirty-two dollars (\$825,932.00). Initial payment of three hundred forty-four thousand, one hundred thirty-eight dollars and thirty-one cents (\$344,138.31) is due within 30 days on execution of this Agreement. The remainder is due and payable in monthly installments of sixty-eight thousand, eight hundred twenty-seven dollars and sixty-seven cents (\$68,827.67), and shall be paid on the first of every month. The details of the fee are listed in Exhibit B, attached and incorporated herein.
- b. 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.
- c. The SCHOOL BOARD shall adhere to the requirements of Service Guidelines in Section 3 of Exhibit A, attached hereto and incorporated herein.
- d. Requests for any additional services, not specified in this Agreement, will be submitted through the COUNTY'S Help Ticket process. The COUNTY will process the request and invoice the SCHOOL BOARD at the Technology Rate of Ninety Dollars (\$90.00) per hour. The COUNTY will provide quarterly invoices with detail of the additional service requests.

7. Termination of Technology Service Agreement:

- a. If the SCHOOL BOARD is in material breach or default, including non-payment of any fees or invoices, and not cured within thirty (30) days after receipt of the written notice of breach or default, COUNTY'S Administrative Agent may terminate this Agreement upon thirty (30) days prior written notice.
- b. Immediately following termination of this 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.
- c. In the event COUNTY terminates the delivery of services through the technology service, or elects not to exercise the option to renew the 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.

- d. If the COUNTY is in material breach or default, including failure to perform as provided in Section A "COUNTY 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 Agreement upon thirty (30) days prior written notice.
8. **Limitation of Liabilities:** COUNTY shall have no liability for any loss or liabilities resulting from any application of technology services, or results, or 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 technology services provided under this Agreement, whether the claim is in contract or otherwise, shall not exceed the annual amount paid by SCHOOL BOARD for the particular technology 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.
 9. **Applicable Law and Venue:**
 - a. This 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 Agreement shall be deemed to have been delivered and accepted by the parties in the State of Florida.
 - b. Any and all suits or any claims or for any and every breach or dispute arising out of this Agreement shall be brought and maintained solely in Sarasota County, Florida.
 10. **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 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 Glenn Zimmerman, Chief Information Officer, Sarasota County Government.
 11. **Notices:** Except as otherwise provided herein, all notices required or permitted under this 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:

12.

| | |
|---|--|
| IF to COUNTY: | Sarasota County Government 1660 Ringling Boulevard Sarasota, Florida 34236 Attn: Glenn Zimmerman, CIO Enterprise Information Technology |
| With Copies to: | Sarasota County Government 1660 Ringling Boulevard Sarasota, Florida 34236 Attn: Judith Kenton, Enterprise Information Technology |
| IF to SCHOOL BOARD: | The School Board of Sarasota County 1960 Landings Boulevard Sarasota, Florida 34231 Attn: <u>Joe Binswanger, Director</u> <u>Information Technology Department</u> |
| With Copies to: | The School Board of Sarasota County 1960 Landings Boulevard Sarasota, Florida 34231 Attn: <u>Julie Albritton, Information Technology</u> <u>Department</u> |
| Either party may change its addresses by giving written notice of such change | |

13. Miscellaneous

- a. This Agreement constitutes the entire agreement between the parties with respect to technology 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 Agreement in writing. This Agreement may not be modified or amended except in writing by mutual agreement by both parties.
- b. If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall not be affected thereby. The terms and conditions of this Agreement shall prevail over any printed provision of any purchase order form used by SCHOOL BOARD to order the technology services.
- c. This Agreement is not intended, and shall not be construed, to grant any rights to any third parties.
- d. This 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.

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 Resolution No. 2004-095*

WITNESS:

Print Name: _____

Signed By: _____

Date: _____

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
COUNTY ATTORNEY

EXHIBIT A

Technology Services

1. County shall provide the following services:
 - a. Security Operations
 - i. Provide internet services and support which include Internet address management, web caching, content filtering, bandwidth management, Internet authentication, firewall service, and Virtual Private Network Management
 - ii. Email security
 - iii. Anti-virus scanning and support
 - iv. Security consulting services
 - v. Security incident investigation and reporting
 - vi. Security infrastructure monitoring
 - vii. SCHOOL BOARD will maintain all warranty, license, and manufacturer support for SCHOOL BOARD owned hardware and software
 - viii. Provide physical security to SCHOOL BOARD owned hardware located at the COUNTY Data Centers.
 - b. Network Operations
 - i. Wide Area Network (WAN) and Optical support
 - ii. Consulting for all network services including wireless
 - iii. Network architecture services
 - iv. Wireless network surveys
 - v. Network infrastructure monitoring
 - vi. SCHOOL BOARD will maintain all warranty, license, and manufacturer support for SCHOOL BOARD owned hardware and software
 - c. Server Support
 - i. Server support entails hardware and operating system support, monitoring and backups
 - ii. SCHOOL BOARD will maintain all warranty, license, and manufacturer support for SCHOOL BOARD owned hardware and software
 - d. Database Support Services
2. Hours of Coverage
 - a. The procedures in this Agreement are followed from 7:30 A.M. to 5:30 P.M., Monday through Friday eastern time (including holidays). SCHOOL BOARD may request emergency support for urgent issues during non-covered hours by calling 941-861-7100.

- b. On-call engineer will respond by telephone to the Customer's incident (submitted through Help system or a voicemail message), within:
 - i. 15 minutes (during coverage hours) for issues classified as urgent
 - ii. 30 minutes (during coverage hours) for issues classified as high priority
 - iii. One hour (during coverage hours) for issues classified as normal priority
 - iv. Twenty-four hours (during coverage hours) for issues classified as low priority
- c. Scheduled maintenance (downtime) is between 5:00 a.m. and 6:30 a.m., Monday through Friday for standard changes. High impact changes will be performed on Sunday between 12:00 a.m. and 10:00 a.m. unless circumstances warrant performing maintenance at another time.

3. Service Guidelines:

- a. Create and add appropriate documentation to the Help database to address user issues
- b. Follow COUNTY Change Management Policy: <https://www.scgov.net/IT/Policies>.
- c. For issues unresolved, submit an email message to TSD_Support@scgov.net. For emergency issues, call the Service Desk at (941) 861-7100.
- d. Determine appropriate Help system issue priority (emergency, high, medium, standard, scheduled, project).

| Priority | Response* | Resolution | Spec | Total tickets |
|-----------|-----------|------------|------|---------------|
| Emergency | 10 min | 4 hrs | >95% | <5% |
| High | 15 min | 6 hrs | >95% | <5% |
| Medium | 30 min | 16 hrs | >95% | <25% |
| Standard | 2 hrs | 24 hrs | >90% | --- |
| Scheduled | 2 hrs | 40 hrs | >90% | --- |
| Project | 2 hrs | TBA | >90% | --- |

* Business hours (not a 24 hour day)

- e. Request and schedule special services (example, after-hours support), not less than 24-hours
- f. Be available to provide critical information within 30 minutes of receiving a request for information from COUNTY seeking to resolve SCHOOL BOARD user issue
- g. Service enhancements are 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 email message to Service Desk (TSD_Support@scgov.net) at least **15 days** in advance.
- h. COUNTY will respond to requests for service received with appropriate advance notice within **24 hours**.

EXHIBIT B – Breakdown of Annual Fee

| | Project | Proj Costs | # of Servers |
|------------|---|-------------------|--------------|
| | SCHOOL BOARD_Angel | \$ 30,015 | 5 |
| | SCHOOL BOARD_Archibus Support | \$ 17,282 | |
| | SCHOOL BOARD_Archibus Server | \$ 3,809 | 1 |
| | SCHOOL BOARD_Cafeteria | \$ 12,426 | 2 |
| | SCHOOL BOARD_Certify | \$ 8,718 | 2 |
| | SCHOOL BOARD_Crosspointe | \$ 89,344 | 15 |
| | SCHOOL BOARD_Database Support | \$ 21,576 | |
| | SCHOOL BOARD_DMZ | \$ 58,829 | 14 |
| | SCHOOL BOARD_Help | \$ 9,913 | 1 |
| 30% shared | SCHOOL BOARD_Recware Hosting | \$ 3,146 | |
| | SCHOOL BOARD_Recware Support | \$ 8,641 | |
| | SCHOOL BOARD_Safari | \$ 26,665 | 7 |
| | SCHOOL BOARD_Sharepoint | \$ 12,226 | 2 |
| | SCHOOL BOARD_Exchange | \$ 66,447 | 16 |
| | SCHOOL BOARD_SAN Mgmt/DCs | \$ 21,246 | 5 |
| | SCHOOL BOARD_SCCM | \$ 12,528 | 3 |
| | SCHOOL BOARD_SuccessMaker | \$ 88,944 | 15 |
| | Total Hosting | \$ 491,755 | 88 |
| | Network Staff | \$ 148,186 | |
| | Network operation & maintenance | \$ 25,751 | |
| | Internet Service (Internet Access) | \$ 33,900 | 300 Mbps |
| | Security Staff | \$ 67,859 | |
| | Security operation and maintenance | \$ 58,481 | |
| | Total Internet Service, Network & Security | \$ 334,177 | |
| | Total Annual Fee, Payable by School Board | \$ 825,932 | |

| Payment Schedule | | | |
|--|-------------|------|---------------------|
| July | \$68,827.66 | Jan | \$68,827.67 |
| Aug | \$68,827.66 | Feb | \$68,827.67 |
| Sept | \$68,827.66 | Mar | \$68,827.67 |
| Oct | \$68,827.66 | Apr | \$68,827.67 |
| Nov | \$68,827.67 | May | \$68,827.67 |
| Dec | \$68,827.67 | June | \$68,827.67 |
| Total Annual Fee, Payable by School Board | | | \$825,932.00 |