

SARASOTA COUNTY

TECHNOLOGY SERVICE AGREEMENT

THIS TECHNOLOGY SERVICE AGREEMENT (Agreement) made and entered into as of the date of execution by both parties, by and between The School Board of Sarasota County, 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 wish to enter into a contract for the provision of hosting and related technology services; and

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

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

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. COUNTY agrees to provide to SCHOOL BOARD services as set forth below. COUNTY will provide the following services at its Administrative Offices or Technology Data Center, located at 1660 Ringling Boulevard, and 5875 Bahia Vista Street, Sarasota, Florida, respectively.
2. Services to be provided by COUNTY:
 - a. Rack Space and Power requirements
 - i. Provide rack space for SCHOOL BOARD devices. Current estimate is one hundred forty six (146) devices. This could vary on an annual basis.
 - ii. Provide physical security for School Board devices.
 - iii. Arrange for continuous power to be provided by Florida Power and Light (FPL)
 - iv. In the event of interruption or loss of primary power (FPL), SCHOOL BOARD will be supported via redundant power systems including Uninterrupted Power Supply (UPS) and generator power until such time

that the primary power source is restored and reliable.

b. Infrastructure requirements

- i. Provide use of two strands of INet fiber. SCHOOL BOARD will be responsible for connections to COUNTY fiber network. The pathways to the Sarasota Data Center (SRDC) will not exceed -20db.

c. 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, seven days a week. In order for SCHOOL BOARD to gain physical access to data center without the CJIS certification, SCHOOL BOARD shall contact the County 24 hours prior to desired access and then must be accompanied by a CJIS certified staff member at all times. County will notify SCHOOL BOARD 60 days prior to any changes in physical security.
- ii. Maintain 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.
- iii. SCHOOL BOARD will be provided secure access to its systems in the datacenter for the purpose of remote management and software updates.

3. Information to be provided by SCHOOL BOARD:

SCHOOL BOARD will provide a current list of all devices located in the Technology Data Center. If any changes are made to devices, the SCHOOL BOARD will provide an updated list prior to equipment decommissioning or new installments.

4. Conditions of SCHOOL BOARD use of COUNTY services:

- a. SCHOOL BOARD is prohibited from reselling INet-provided network. SCHOOL BOARD, its employees, agents and independent contractors shall not use the Network to provide any product or service that directly or indirectly competes with any product or services provided by the INet.
- b. COUNTY'S regularly scheduled maintenance (downtime) is between 5:00a.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. COUNTY will communicate any and all planned downtime to SCHOOL BOARD. COUNTY will attempt to perform such maintenance so as not to interfere with SCHOOL BOARD operations, but makes no warranty in that regard.

5. Term:

The term of this Agreement shall commence immediately upon 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. The parties may elect to renew the Agreement by mutual consent for up to five (5) renewal periods of one (1) year each. The renewal of 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. In the event of a mutual decision to renew, the COUNTY shall provide a renewal document which shall be executed by both the SCHOOL BOARD or its authorized agent, and the COUNTY. The terms and conditions during such renewal period shall be the same, except the fee shall be adjusted as provided in Exhibit A of this Agreement.

6. Payment of Fees:

- a. Annual fee for the services provided by COUNTY under this Agreement: SCHOOL BOARD shall pay the COUNTY annually the amount of Six Hundred Seventy-Two Thousand, Six Hundred Thirty-Six Dollars and Twenty-Two Cents (\$672,636.22). Initial payment of Fifty-Six Thousand, Fifty-Three Dollars and Two Cents (\$56,053.02) is due within thirty (30) days of execution of this Agreement. The remainder is due and payable in monthly installments of Fifty-Six Thousand, Fifty-Three Dollars and Two Cents (\$56,053.02) each and shall be paid on the first of every month. The details of the fees 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. 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 One Hundred Dollars (\$100.00) per hour. The COUNTY will provide quarterly invoices with detail of the additional service requests.

7. Termination of the Agreement:

- a. If the SCHOOL BOARD is in material breach or default, including non-payment of any fees or invoices, and the breach or default is not cured within thirty (30) days after receipt of the written notice of breach or default, COUNTY may terminate this Agreement upon thirty (30) days prior written notice.
- b. In the event COUNTY terminates the agreement, or elects not to exercise the option to renew the Agreement, immediately following termination of this Agreement, SCHOOL BOARD shall either destroy or return any 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. If the COUNTY is in material breach or default 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.

- d. Termination Without Cause: COUNTY and SCHOOL BOARD may terminate the Agreement with or without cause by giving not less than ninety (90) calendar days written notice to the other party of the intent to terminate. Any fees or other amounts owed between the parties shall be prorated to the termination date.

8. Force Majeure:

Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises out of cause beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provide for, or other causes beyond its sole control. The party affected will resume performance as soon as practicable after the force majeure event terminates.

9. Limitation of Liabilities:

- a. 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.
- b. No liability limitation, waiver, release, or other provision in the Agreement will limit, reduce, or eliminate either party's liability for direct damages to any person or property resulting from the negligence or wrongful conduct of such party or such party's employees, officers, directors, agents, or affiliates. The provision in section 8.b shall control in the event there is overlapping subject matter or a conflict with section 8.a.

10. Dispute Resolution:

- a. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may agree to enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

- b. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- c. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Agreement.
- d. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- e. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

11. 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.

12. 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:

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: Ken Watson, IT Manager
IF to SCHOOL BOARD	The School Board of Sarasota County 1960 Landings Boulevard Sarasota, Florida 34231 Attn: Joe Binswanger, Director Information Technology Department
With Copies to:	The School Board of Sarasota County 1960 Landings Boulevard Sarasota, Florida 34231 Attn: Julie Albritton, Information Technology Department

Either party may change its addresses by giving written notice of such change

13. Miscellaneous:

- a. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- b. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- c. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party. 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.
- d. This Agreement is not intended, and shall not be construed to grant any rights, privileges or interests to any third parties.
- e. The rights and remedies of the COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- f. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

WITNESS:

SCHOOL BOARD:

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

Thomas A. Harmer,
County Administrator

DATE: _____

*Executed by the County Administrator, pursuant to
Sarasota County Resolution No. 2004-095*

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

Exhibit A

Scope of 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. Security consulting services
- iv. Security incident investigation and reporting
- v. Security infrastructure monitoring
- vi. School Board will maintain all warranty, license, and manufacturer support for School Board owned hardware and software
- vii. 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, 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 AM to 5:30 PM, 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 School Board's incident (submitted through the 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

Exhibit A Scope of Services

priority

- c. Scheduled maintenance (downtime) is between 5:00 AM and 6:30 AM, Monday through Friday for standard changes. High impact changes will be performed on Sunday between 12:00 AM and 10:00 AM 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 hours	>95%	<5%
High	15 min	8 hours	>95%	<5%
Medium	30 min	16 hours	>95%	<25%
Standard	2 hours	24 hours	>90%	---
Scheduled	2 hours	40 hours	>90%	---
Project	2 hours	TBA	>90%	---

- e. Request and schedule special services (example, after-hours support), not less than 24-hours in advance.
- 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
Fee Schedule**

Project	Proj Costs	# of Servers
SCSB_Angel	\$4,517.85	2
SCSB_Cafeteria	\$4,517.85	2
SCSB_Cisco Switches	\$40,660.69	18
SCSB_Database Support	\$42,963.72	
SCSB_DMZ	\$15,812.49	7
SCBS_Enterprise ESX	\$40,660.69	18
SCSB_ESD	\$49,696.39	22
SCBS_Exchange	\$13,553.56	6
SCBS_LIIS	\$20,330.34	9
SCBS_Misc Windows Serv	\$36,142.83	16
SCSB_Network Devices	\$9,035.71	4
SCSB_Safari	\$6,776.78	3
SCSB_SAN Mgmt/DCs	\$18,071.42	8
SCSB_SCCM	\$6,776.78	3
SCSB_ST-Storage	\$11,294.64	5
SCSB_SAN_STORAGE	\$42,919.61	19
SCSB_SuccessMaker	\$4,517.85	2
SCSB_VOIP Devices	\$4,517.85	2
Total Hosting	\$372,767.05	146
Network Staff	\$173,506.92	
Network operation & maintenance	\$19,919.08	
Security Staff	\$77,177.68	
Security operation and maintenance	\$29,265.48	
Total Internet Service, Network & Security	\$299,869.17	
Total Annual Fee, Payable by School Board	\$672,636.22	

Annual fee shall be paid in monthly installments of \$56,053.02.