

**SARASOTA COUNTY  
TECHNOLOGY SERVICE AGREEMENT**

**THIS TECHNOLOGY SERVICE AGREEMENT** ("Agreement") is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as "County" and **City of North Port**, hereinafter referred to as "**City**."

**WITNESSETH:**

**WHEREAS**, the County and the City entered into an agreement for the provision of hosting and related technology services on January 27, 2020 (CAC 2020-0103) to provide services for the City and the City's Police Department; and

**WHEREAS**, the County and the City wish to cease provision of the services to the City of North Port, Florida, North Port Police Department; and

**WHEREAS**, the County and the City wish to terminate CAC 2020-0103 effective May 31, 2022 and replace it with this Agreement; and

**WHEREAS**, County Resolution No. 2004-095 authorizes the Sarasota County Administrator to approve and enter into agreements whereby the County's excess capacity is made available.

**NOW, THEREFORE**, the County and City hereby agree as follows:

1. CAC 2020-0103 is terminated effective May 31, 2022.
2. County agrees to provide to City services as set forth below. County will provide the following services at its Administration Building or Technology Data Center, located at 1660 Ringling Boulevard, and 5875 Bahia Vista Street, Sarasota, Florida, respectively.
3. Services to be provided by County:
  - a. Rack Space and Power requirements
    - i. Provide rack space for City devices. Current estimate is eleven (11) devices. This could vary on an annual basis.
    - ii. Provide physical security for City devices.
    - iii. Arrange for continuous power to be provided by Florida Power and Light Company (FPL).
    - iv. In the event of interruption or loss of primary power from FPL, City 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.

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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 SRDC monitor activity 24 hours a day, seven days a week. In order for City to gain physical access to the SRDC without the CJIS certification, City 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 City 60 days prior to any changes in physical security.
- ii. Maintain confidentiality of all City data files. Data files are exclusively owned by City and will not be accessed by unauthorized personnel. Promptly notify City if there is suspicion or evidence of a security breach of any kind.
- iii. City will be provided secure access to its systems in the SRDC for the purpose of remote management and software updates.

4. Information to be provided by City:

City will provide a current list of all devices located in the SRDC. If any changes are made to devices, the City will provide an updated list prior to equipment decommissioning or new installments.

5. Conditions of City use of County services:

County's regularly 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. County will communicate any and all planned downtime to City. County will attempt to perform such maintenance so as not to interfere with City operations, but makes no warranty in that regard.

6. Term:

This Agreement shall commence June 1, 2022 and shall continue for a period of one year. This Agreement may be renewed for up to five one-year periods subject to written agreement of both parties. The renewal of the Agreement shall be exercised in writing not later than 90 days prior to the end of the initial term or the 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 parties. The terms and conditions during such renewal period shall be the same, except the fee shall be adjusted as provided in Exhibit A, attached hereto and incorporated herein.

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7. Payment of Fees:

- a. Annual fee: City shall pay the County annually the amount of Twelve Thousand Two Hundred Sixty Dollars and Seventy Six Cents (\$12,260.76). Initial payment of One Thousand Twenty One Dollars and Seventy Three Cents (\$1,021.73), plus payment for any full months for which services were provided prior to the execution of this Agreement is due within 30 days of execution of this Agreement. The remainder is due and payable in monthly installments of One Thousand Twenty One Dollars and Seventy Three Cents (\$1,021.73) each and shall be paid on the first of every month. The details of the fees are listed in Exhibit B, attached hereto 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 90 day prior written 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 City at the rate of One Hundred Dollars (\$100.00) per hour. The County will provide quarterly invoices with detail of the additional service requests.

8. Termination of the Agreement:

- a. If the City is in material breach or default, including non-payment of any fees or invoices, and the breach or default is not cured within 30 days after receipt of the written notice of breach or default, County may terminate this Agreement upon 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 or expiration of this Agreement, City shall either return any manuals, templates and product software provided by County or destroy such materials and certify in writing to the County's Administrative Agent that the City 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 30 days after receipt of the written notice of breach or default, then City may terminate this Agreement upon 30 days prior written notice.
- d. County and City may terminate the Agreement with or without cause by giving not less than 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.

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9. 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.

10. Limitation of Liabilities:

In no event shall the 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, exceed the annual amount paid by City 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.

11. 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 exclusive 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.
- f. The parties expressly waive the provisions of Ch. 164, F.S.

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12. 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 Ken Watson, Senior Manager.

13. Notices:

Except as otherwise provided herein, all notices required or permitted under this Agreement shall be made in writing and sent by the parties via United States certified mail, postage paid, by hand delivery or via a national courier service, to the addresses listed below:

County's Administrative Agent:	Sarasota County Government 1660 Ringling Boulevard, 6 <sup>th</sup> Floor Sarasota, Florida 34236 Attn: Ken Watson, Senior Manager Enterprise Information Technology
With Copies to:	Sarasota County Government 1660 Ringling Boulevard, 6 <sup>th</sup> Floor Sarasota, Florida 34236 Attn: Glenn Zimmerman, CIO
City's Agent	City of North Port 4970 City Hall Blvd North Port, FL 34286 Attn: Eric Ryan, IT Director Information Technology Department
With Copies to:	City of North Port 4970 City Hall Blvd North Port, FL 34286 Attn: Vicki Edwards, Senior Bus Adm Information Technology Department  City of North Port City Attorney's Office 4970 City Hall Blvd North Port, FL 34286

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

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14. 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.

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- 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 performance of obligations of either party under the Agreement is subject to lawfully available appropriations.
- d. 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.
- e. 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.
- f. The terms and conditions of any printed provision of any purchase order form used by City to order the technology services shall not apply to this Agreement.
- g. This Agreement is not intended, and shall not be construed to grant any rights, privileges or interests to any third parties.
- h. The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- i. 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]

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

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
BARBARA LANGDON  
MAYOR

WITNESS:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_  
Jonathan R. Lewis,  
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  
FEE SCHEDULE**

<b>Service</b>	<b>Annual Cost</b>	<b>Notes</b>
Hosted Devices	\$12,260.76	Eleven (11) devices
Total annual fee, payable by City	\$12,260.76	

Annual fee shall be paid in monthly installments of \$1,021.73