

Action History (UTC-05:00)

Submit

by Bernice Moen 01-30-2025 07:48:51 AM (Start Form)

Approve

by Irina Kukhareno 01-30-2025 09:20:20 AM (Director Approval)

- The task was assigned to Kimberly Williams, Irina Kukhareno 1/30/2025 7:48:55 AM
- Irina Kukhareno assigned the task to Irina Kukhareno 1/30/2025 9:20:14 AM

Approve

by Eric Ryan 01-30-2025 09:32:31 AM (IT Approval)

- The task was assigned to Eric Ryan, Wade Gore, Aaron Bourquin 1/30/2025 9:20:21 AM
- Eric Ryan assigned the task to Eric Ryan 1/30/2025 9:32:26 AM

Approve

by Nicole Brown 01-30-2025 09:39:27 AM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 1/30/2025 9:32:31 AM
- Nicole Brown assigned the task to Nicole Brown 1/30/2025 9:38:40 AM

Reviewed

by Bernice Moen 01-30-2025 09:42:37 AM (Purchasing Specialist)

■ EVER-TERM
2-403(A)(2)

- The task was assigned to Bernice Moen, Geoff Thomas 1/30/2025 9:39:27 AM
- Bernice Moen assigned the task to Bernice Moen 1/30/2025 9:40:54 AM

Approve

by Alla Skipper 01-30-2025 02:30:28 PM (Purchasing Approval)

- The task was assigned to Alla Skipper, Keith Raney 1/30/2025 9:42:38 AM
- Alla Skipper assigned the task to Alla Skipper 1/30/2025 2:30:08 PM

Reviewed

by Lori Hollingshead 01-30-2025 02:33:13 PM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Anna Duffey 1/30/2025 2:30:29 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 1/30/2025 2:32:50 PM

Approve

by Julie Bellia 01-31-2025 10:18:45 AM (Assistant City Manager)

- The task was assigned to Jason Yarborough, Julie Bellia 1/30/2025 2:33:14 PM
- Julie Bellia assigned the task to Julie Bellia 1/31/2025 10:18:37 AM



Procurement Request

City of North Port

Request

Request Type *

Competitive Exemption

Capital? (?) No Yes**PRR-EX (?)** Yes**FY ***

2025

Type code *

X

Preparer

Bernice Moen

Department *

FINANCE

Division(s)**Commission Date (?) ***

02/25/2025

Agenda Item (?) *

25-1887

Purchase

Payment Method * Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Hosting services with Sarasota County for GovMax program.

Original contract term expired. New contract issued. Contract number to follow , assigned after agreement fully executed.

*Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.***Exemption Explanation (?) ***

Agreement to be approved by Commission (see attached)

Technology Related? (?) * Yes Renewal No**Technology type ***

Hosted Webapp

Exemption

Exempted purchase type *

Please select the purchase type

Code Exemption

Sec. 2-403 Exemption *

- (a)(2) Procurement contracts between the city and nonprofit organizations, other governments or other public entities.
- (a)(3)(a) Dues and memberships in trade and professional organizations.
- (a)(3)(b) Subscriptions for periodicals, books, maps or training videos.
- (a)(3)(c) Real property, real estate brokering, or appraising.
- (a)(3)(d) Abstract of titles for real property; title insurance.
- (a)(3)(e) Works of art for public display or artistic services.
- (a)(3)(f) Advertising.
- (a)(3)(g) Medical, dental and other medically related services performed by a health care professional.
- (a)(3)(h) Room or board for social service clients.
- (a)(3)(i) Room and board for employees on city business.
- (a)(3)(j) Funeral related services.
- (a)(3)(k) Water, sewer, electrical, cable television or other utility services.
- (a)(3)(l) Personnel, including but not limited to part-time or temporary services.
- (a)(3)(m) Academic program reviews or lectures by individuals.
- (a)(3)(n) Financial services.
- (a)(3)(o) Legal services.
- (a)(3)(p) Social services.
- (a)(3)(q) Lobbying services.
- (a)(3)(r) Goods, materials and equipment whose cost has been incorporated as part of a competitively bid project.

Explanation *

REQUISITION BY: VICKI EDWARDS

STATUS: PURCHASING AGENT
REASON: HOSTING GOVMAX

X

DATE: 3/08/24

SHIP TO LOCATION: IT DIVISION

SUGGESTED VENDOR: 4707 SARASOTA COUNTY FINANCIAL SERV

DELIVER BY DATE: 9/30/24

1	HOSTING SERVICES GOVMAX	1.00	EA	28981.8500	28981.85
	AMENDMENT NO. 1				
	TO AGREEMENT NO. CAC2019-0106				
	COMMODITY: DATA PROCS SOFTWARE SERV				
	SUBCOMMOD: SOFTWARE MAINTENANCE/SUPP				

REQUISITION TOTAL: 28981.85

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00107105165400	BOOKS, PUBLIC, SUBS, MEMB	100.00	28981.85
				28981.85

REQUISITION IS IN THE CURRENT FISCAL YEAR.

TO AGREEMENT NO. CAC2019-0106

EVER-TERM
CA 2/27/24; 2-403(A)(2)

PURCHASING DEPARTMENT
VENDOR TRACKING
Prior PO Total: \$0
New PO Total: \$28,981.85
YTD Dept Exp (Incl): \$37,397.61
YTD CW Exp (Incl): \$37,397.61



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



Please indicate: Visa Purchase Purchase Order

Single Purchase (For current FY) Blanket Purchase (Ongoing purchases for current FY) Change Order Amendment

DEPARTMENT/DIVISION: CMO/IT NAME OF REQUESTOR: Vicki Edwards

If Applicable: COMMISSION MEETING DATE: 02/27/2024 AGENDA ITEM NUMBER: 24-0189

Section 2-403 - Exemptions of the City of North Port Procurement Code states that certain procurements shall not be subject to competitive requirements in the judgment of the Purchasing Agent.

A. Please describe all products and/or services to be procured under this exemption:

(If additional space is needed, please attach a separate memo)

Hosting services with Sarasota County for our Govmax program.

B. Briefly explain why it is in the best interest of the City to procure under this exemption:

(If additional space is needed, please attach a separate memo)

Agreement to be approved by Commission. See attached

C. Vendor Information

Vendor Name: Sarasota County Financial Services Vendor Number: 4707

Address: 1001 Sarasota Center Blvd Sarasota, FL 34240-7850

Contact: _____ Phone: 941-861-0671 Email: pfrancis@scgov.net



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



D. Please select one of the following:

Piggyback (Departments may utilize another municipality, county, or other governmental agency contract). The requesting department must provide the following documentation: copy of the solicitation and addendum, tabsheet/price-sheet, vendor submittal, entity approval (either stated in the solicitation or letter from vendor) agenda approval and contract as back-up documentation. Purchasing may request additional information if needed.

Name of Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Is a fee required to utilize this contract? Yes No If yes, how much? _____
 Vendor-Paid City-Paid

State of Florida Contract: The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract ***Further price negotiations may be conducted with state-awarded vendor per F.S. 287.056(2) ***

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

Florida Sheriff's Association Bid: The requesting department must provide the following documentation: copy of the tab sheet/price sheet, agenda approval and contract

Number: _____ Name/Category: _____

Start Date: _____ End Date: _____

Joint Cooperative: The requesting department must provide the following documentation: copy of the solicitation and addendum, tab sheet/price sheet, vendor submittal, agenda approval and contract

Lead Entity: _____ Contract Number: _____

Start Date: _____ End Date: _____

Code Exemption* (Specify):

Section 2-403(a)(2)

*For list of exemptions, see page 3



CITY OF NORTH PORT PROCUREMENT FORM COMPETITIVE EXEMPTIONS



Sec. 2-403. - Exemptions.

- (a) (2) Procurement contracts between the city and nonprofit organizations, other governments or other public entities.
- (3) Procurement of:
- a. Dues and memberships in trade and professional organizations.
 - b. Subscriptions for periodicals, books, maps or training videos.
 - c. Real property, real estate brokering, or appraising.
 - d. Abstract of titles for real property; title insurance.
 - e. Works of art for public display or artistic services.
 - f. Advertising.
 - g. Medical, dental and other medically related services performed by a health care professional.
 - h. Room or board for social service clients.
 - i. Room and board for employees on city business.
 - j. Funeral related services.
 - k. Water, sewer, electrical, cable television or other utility services.
 - l. Personnel, including but not limited to part-time or temporary services.
 - m. Academic program reviews or lectures by individuals.
 - n. Auditing services and financial services.
 - o. Legal services.
 - p. Social services.
 - q. Lobbying services.
 - r. Goods, materials and equipment whose cost has been incorporated as part of a competitively bid project.

Vendor Tracking:

Check if Vendor Documents Current

YTD Dept Exp. (Inclusive): \$ 37,397.61

To be completed by Purchasing:

YTD City Wide Exp. (Inclusive): \$ _____



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[Details](#) [Reports](#)

File #:	24-0189	Version: 1	Name:	
Type:	Consent Agenda		Status:	Passed
File created:	1/30/2024	In control:	City Commission Regular Meeting	
On agenda:	2/27/2024	Final action:	2/27/2024	
Title:	Approve Amendment No. 1 to Agreement No. CAC2019-0106, the Sarasota County Governmental Management System (GovMax) Hosted Application Service and License Agreement Between Sarasota County and the City of North Port for the County's Continued Provision of Hosting Services for the City of North Port's GovMax Program for the Term of One Year in an Amount Not to Exceed \$28,981.85.			
Attachments:	1. Sarasota County Agreement GovMax , 2. Amendment No. 1 to Agreement , 3. Exemptions Form, GovMax Subscription			

[History \(1\)](#) [Staff Summary](#)

TO: Honorable Mayor & Members of the North Port Commission

FROM: A. Jerome Fletcher II, ICMA-CM, MPA, City Manager

TITLE: Approve Amendment No. 1 to Agreement No. CAC2019-0106, the Sarasota County Governmental Management System (GovMax) Hosted Application Service and License Agreement Between Sarasota County and the City of North Port for the County's Continued Provision of Hosting Services for the City of North Port's GovMax Program for the Term of One Year in an Amount Not to Exceed \$28,981.85.

Recommended Action

Approve Amendment No. 1 to Agreement No. CAC2019-0106, the Sarasota County Governmental Management System (GovMax) Hosted Application Service and License Agreement between Sarasota County and the City of North Port for the County's continued provision of hosting services for the City of North Port's GovMax Program for the term of one year in an amount not to exceed \$28,981.85.

Background Information

The original Agreement No. CAC2019-0106 was presented and approved by Commission on January 22, 2019. The original Agreement was for a 5-year term with a renewal option of up to one additional one-year period subject to written agreement of both parties.

Amendment No. 1 to Agreement No. CAC2019-0106 will be the additional one-year period referenced in the Agreement in the amount not to exceed \$28,981.85.

Amendment No. 1 to Agreement No. CAC2019-0106, the Sarasota County Governmental Management System (GovMax) Hosted Application Service and License Agreement between Sarasota County and the City of North Port for the County's continued provision of hosting services for the City of North Port's GovMax Program has been reviewed by the City Attorney and is legally correct as to form.

Strategic Plan

Efficient and Effective Government

Financial Impact

This cost for the additional year will be \$28,981.85 and has been included in the approved City Manager, Information Technology Division Budget for Fiscal Year 2023-2024, account number 001-0710-516-54-00.

Procurement

This purchase is exempt from competition per Sec. 2-403 (a) (2) of the procurement code as it is a procurement contract between the City and another government. The appropriate form has been included via attachment.

Attachments:

1. Sarasota County Agreement CAC2019-0106 GovMax
2. Amendment No. 1 to Agreement No. CAC2019-0106
3. Exemptions Form, GovMax Subscription

Prepared by:

Vicki Edwards, Senior Business Administrator
Eric Ryan, Information Technology Manager

Department Director:

Juliana B. Bellia, Assistant City Manager

**AMENDMENT NO. 1
TO AGREEMENT NO. CAC2019-0106**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**Licensor**," and **City of North Port**, a Florida municipal corporation, hereinafter referred to as "**Licensee**."

WITNESSETH

WHEREAS, the Licensor and the Licensee entered into Agreement No. CAC2019-0106 for Hosted Application Services and License Agreement ("Agreement") for non-exclusive and non-transferable license to use the Governmental Management System ("GovMax"), effective February 22, 2019; and

WHEREAS, the parties now wish to amend the Agreement.

NOW THEREFORE, the Licensor and the Licensee, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one year (1) effective February 22, 2024 through February 21, 2025.
3. For the services provided during the renewal term, the Licensee shall pay the Licensor in accordance with the terms and conditions of this Agreement, which includes an annual three percent (3%) increase of the preceding year's annual fee for a total of Twenty-Eight Thousand Nine Hundred Eighty-One Dollars and Eighty-Five Cents (\$28,981.85). The renewal fee shall be due and payable on February 22, 2024.
4. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

CITY OF NORTH PORT

By: Alice White

Name: Alice White

Title: Mayor

Date: 3-4-24

ATTEST

Heather Faust

Heather Faust, MMC
City Clerk

Approved as to form and correctness:

By: Amber L. Slayton

Amber L. Slayton, B.C.S
City Attorney

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

Vicki to provide fully executed agreement amendment when received back from Sarasota Co. 3/12/24 BM

By: _____

Jonathan R. Lewis,
County Administrator

Date: _____

Fully exec agreement attached 4/24/24 BM - next two pages

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

Approved as to form and correctness:

By: _____

COUNTY ATTORNEY

**AMENDMENT NO. 1
TO AGREEMENT NO. CAC2019-0106**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**Licensor**," and **City of North Port**, a Florida municipal corporation, hereinafter referred to as "**Licensee**."

WITNESSETH

WHEREAS, the Licensor and the Licensee entered into Agreement No. CAC2019-0106 for Hosted Application Services and License Agreement ("Agreement") for non-exclusive and non-transferable license to use the Governmental Management System ("GovMax"), effective February 22, 2019; and

WHEREAS, the parties now wish to amend the Agreement.

NOW THEREFORE, the Licensor and the Licensee, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one year (1) effective February 22, 2024 through February 21, 2025.
3. For the services provided during the renewal term, the Licensee shall pay the Licensor in accordance with the terms and conditions of this Agreement, which includes an annual three percent (3%) increase of the preceding year's annual fee for a total of Twenty-Eight Thousand Nine Hundred Eighty-One Dollars and Eighty-Five Cents (\$28,981.85). The renewal fee shall be due and payable on February 22, 2024.
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

CITY OF NORTH PORT

By: Alice White

Name: Alice White

Title: Mayor

Date: 3-4-24

ATTEST

Heather Faust

Heather Faust, MMC
City Clerk

Approved as to form and correctness:

By: Amber L. Slayton

Amber L. Slayton, B.C.S
City Attorney

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: Jonathan R. Lewis
Jonathan R. Lewis,
County Administrator

Date: 4/5/24

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

Approved as to form and correctness:

By: J. Moys
COUNTY ATTORNEY SSS

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

THIS HOSTED APPLICATION SERVICES and LICENSE AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of North Port, Florida**, a Florida municipal corporation, hereafter referred to as "**Licensee**", and Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as "**Licensor**."

WITNESSETH:

WHEREAS, Licensor wishes to grant to Licensee a non-exclusive and non-transferable license agreement to use the Governmental Management System, hereinafter referred to as "GOVMAX," and

WHEREAS, Licensor is willing to provide hosted application service to support Licensee's use of GOVMAX.

NOW, THEREFORE, in consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the parties hereby agree as follows:

I. SCOPE

This Agreement applies to GOVMAX and related hosting services, which comply with current ITIL (Information Technology Infrastructure Library) standards.

II. DEFINITIONS

- A. "GOVMAX" means the Governmental Management System which includes the Strategic Planning, Business Planning, Performance Management and Financial Planning systems and the user guides and administrators manual.
- B. "Software Enhancement" shall mean additional software functionality or software modules which are optional and which may be purchased by Licensee at an additional fee to be set by Licensor.
- C. "Updates" shall include bug fixes and shall mean mid-version releases of GOVMAX where the primary version number does not change; for example, an upgrade from version 7.0 to version 7.1, or a minor change which does not require any update to the version identifier.
- D. "Upgrades" shall mean full version releases of GOVMAX where the primary version number is increased by one or more; for example, an upgrade from version 6.0 to version 7.0.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

III. ACCESS AND SERVICES PROVIDED

- A. Licensor grants Licensee a non-exclusive, non-transferable license to access and use GOVMAX. Licensee shall be entirely responsible for establishing and maintaining an Internet connection and providing a Chromium based browser to access the GovMax Web application. Licensor shall not be responsible for connection failures, degraded service speed or outages as they relate to Licensee's internet service provider or internet connection.
- B. Licensor shall provide those services set forth in Exhibit A – Services, attached hereto and made a part hereof.

IV. LICENSE REQUIREMENTS AND USES

- A. Grant of License and Permitted Uses. GOVMAX (including but not limited to the source code and all intellectual property that is created, modified, or reduced to a tangible medium of expression during any services provided or any activities conducted by Licensor pursuant to this Agreement) shall at all times remain the property of Licensor. Licensor hereby states that the Licensor owns GOVMAX free of liens and encumbrances. Licensor grants, and Licensee accepts, a non-exclusive, non-transferable license ("the License") to use GOVMAX in accordance with the provisions of this Agreement. GOVMAX may only be used by Licensee's own personnel for the development of Licensee's operating and/or capital budget(s) and for management use. Licensee agrees to take reasonable precautions to provide adequate security to use and provide access to GOVMAX only as permitted by this Agreement.
- B. Prohibited Uses. Licensee recognizes that GOVMAX was developed by Licensor and that Licensor claims copyright protections in GOVMAX to the fullest extent provided by law and Licensee agrees that it will not infringe upon or otherwise violate Licensor's copyright. Licensee shall not sell, assign, license, sublicense, transfer, allow the use of, or otherwise convey any of its rights to GOVMAX provided under this Agreement to any third party, any other governmental, or non-governmental entity without Licensor's prior written consent, which consent Licensor shall have the right to either grant or deny in its sole discretion.
- C. Software and Licensing Requirements. In order to operate GOVMAX, additional third-party software licenses may be required. It is the responsibility of Licensee to acquire all necessary third-party licenses and to maintain sufficient numbers of such licenses to operate GOVMAX and to satisfy all Agreement requirements by third parties. The following represent the minimum requirements of Licensee:
 - 1. Desktop computers and/or terminals with power and network capacities sufficient to support high-speed internet access for Licensee's users and providing a Chromium based browser to access GOVMAX application.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

2. Security at the desktop or terminal location.
3. All table data in Licensor's required format and media.

In the event Licensee intends or endeavors to create or design reports separate from those created or designed by Licensor, Licensee must have properly licensed, updated, and maintained versions of the necessary third-party software. Specific information regarding technical requirements for user-designed reports should be requested from Licensor prior to Licensee's undertaking the report creation and design.

- D. Data Ownership. Licensee is the sole owner of its data and as such will be provided with access to all databases as requested. Licensor recognizes that such data may contain material exempt from disclosure under State of Florida public records laws and will turn over to Licensee for response any request from a third party for access to or copies of said data.

V. TERM

The term of this Agreement shall commence on **February 22, 2025** by both parties and shall continue for an initial term of five years, with a renewal option of up to one additional one-year period subject to written agreement of both parties.

VI. FEES

- A. Annual Fee. The initial annual fee ("Fee") of **Twenty-nine thousand eight hundred fifty-one dollars and thirty-one cents (\$29,851.31)** for this Agreement shall be due and payable on **February 22, 2025** and subsequent years of this anniversary date. The Fee shall be increased annually by three percent (3%) of the preceding year's annual fee.
- B. The Annual Fee may at Licensor's discretion be reduced according to the table set forth in Exhibit B, attached hereto and made a part hereof. Licensee may be eligible for such reduction if another governmental entity ("Affiliated Entity") whose budget is contained within Licensee's budget purchases a GOVMAX license. The determination of whether any such Affiliated Entity would qualify Licensee for a reduction of Licensee's Annual Fee Increase shall be made solely at the Licensor's discretion. Examples of governmental entities which may be deemed to qualify as an Affiliated Entity could include a Clerk of Courts, a Sheriff's Office, a Tax Collector, or a Supervisor of Elections.
- C. From time to time Licensor may add Updates or Upgrades to GOVMAX. The fee for Updates is included in Licensee's Fee. Upgrades represent major changes and may require, at Licensor's sole discretion, a separate implementation charge and/or an increase in the Fee as specified hereunder.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

VII. TERMINATION OF AGREEMENT

- A. If the Licensee is in material breach or default, including non-payment of any Fees, which is not cured within 30 days after receipt of the written notice of breach or default, then Licensor's Administrative Agent may terminate this Agreement upon 30 days prior written notice.
- B. If the Licensor is in material breach or default, including failure to perform as provided in Section III which is not cured within 30 days after receipt of the written notice, then Licensee may terminate this Agreement upon 30 days prior written notice.
- C. Licensee may also terminate this Agreement for its convenience and without cause upon 60 days prior written notice.
- D. In the event the Licensor determines to no longer provide GOVMAX services, Licensor shall provide written notice to Licensee at least one year prior to discontinuing services at which point this Agreement shall terminate. In that event, Licensor shall cooperate with Licensee in transferring Licensee's data to Licensee.
- E. Immediately following termination of this Agreement, Licensee shall return all manuals, templates and product software to Licensor. Licensee further agrees that it shall not disclose any trade secrets, proprietary contents or protected intellectual property of Licensor's GOVMAX software system to any person in accordance with Section 119.071(1)(f), Florida Statutes at any time while such materials are in Licensee's possession. If Licensor notifies the Licensee that it does not want such materials returned at the termination or expiration of this Agreement, Licensee shall retain such confidential, protected materials for the duration of the public records retention requirements and at the expiration thereof, shall then destroy them and shall then certify the occurrence of such event to Licensor. If Licensor is in possession of any backup tapes of Licensee's data at the time of termination, they shall be returned to Licensee at its sole expense. Licensor shall be responsible for storage, disposition and applicable confidentiality (if any) of any additional copies of such backup tapes it may have produced for its own purposes and if Licensor so elects, it may destroy such additional copies at the time allowed by Florida public records retention requirements. Licensee shall be required to maintain copies of its own confidential materials of data files to avoid costs of data retrievals from Licensor.

VIII. LIMITED WARRANTY

- A. Licensor certifies that it has a proprietary right and authority to license GOVMAX and that GOVMAX is the copyrighted product of Licensor.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

Licensor shall be solely responsible for, and Licensee shall incur no liability in connection with, any claim that GOVMAX infringes a U.S. patent or copyright or a third party's trade secrets, provided that:

1. Licensee promptly notifies Licensor in writing of the claim.
 2. Licensor has sole control of the settlement or defense of any action against Licensee as to which this indemnity relates (provided that there is no finding of fault against the Licensee and that the Licensee is not required to contribute to any settlement).
 3. Licensee reasonably cooperates with Licensor to facilitate such defense. Other than the certification and Limited Warranty expressly stated herein, there are no express or implied warranties relating to GOVMAX covered by this Agreement, including but not limited to warranties of merchantability or fitness for a particular purpose.
- B. If GOVMAX or any portion thereof is held to constitute an infringing product, Licensor shall allow Licensee to terminate this Agreement and shall refund Fees to Licensee on a prorated basis for the period of time that Licensee was unable to use GOVMAX due to an infringement claim.

IX. LIMITATION OF LIABILITIES

Licensor shall have no liability for any loss or claims resulting from any application of GOVMAX, or results, of such application by Licensee or any other party. Licensor's sole obligation and liability, if GOVMAX is defective or fails to conform to specifications, shall be to correct software-coding errors in the original code. In any event, Licensor's liability for any losses or damages which arise out of or in connection with GOVMAX services provided under this Agreement, whether the claim is in contract or otherwise, shall not exceed the annual amount paid by Licensee pursuant to this Agreement. Under no circumstances shall Licensor 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 Licensor has been advised of the possibility of such damages.

X. 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 enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- B. Any and all suits or any claims for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Sarasota County, Florida. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. The parties hereby waive all rights to trial by jury for any litigation 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.

XI. NOTICE/REPRESENTATIVES

The Licensor’s Administrative Agent is designated to act on behalf of the Licensor 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. Licensor’s Administrative Agent and Licensee’s Representative are named below and may be changed at any time by providing written notice to the other party.

Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

	Licensee’s Representative:	Licensor’s Administrative Agent:
Name:	Lisa Herrmann	Annale Iltis
Title:	Budget Administrator 4970 City Hall Blvd North Port, FL 34286	GovMax Coordinator and Support 1660 Ringling Blvd, 6 th Floor Sarasota, FL 34236
Address:	941.429.7110	941.861.8611
Telephone:	lherrmann@northportfl.gov	ailtis@scgov.net
E-mail:		

XII. NON-APPROPRIATION

The performance of obligations of either party under the Agreement is subject to lawfully available appropriations.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

XIII. 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 Licensor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Licensee's purchase order or specified by the Licensee's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.
- C. Licensee may not assign this Agreement without the prior written consent of Licensor. Licensor may assign this Agreement to another entity or agency in the event ownership of GOVMAX is transferred, or in the event Licensor in its sole discretion deems such an assignment necessary in connection with the performance of its obligations hereunder.
- D. 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 provision of any purchase order used by Licensee to order GOVMAX.
- E. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

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**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE and LICENSE AGREEMENT**

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

**Licensee:
CITY OF NORTH PORT, FLORIDA**

By: _____

Phil Stokes
Mayor

Date: _____

Attest:

By: _____

Heather Faust, MMC
City Clerk

Approved as to form and correctness:

By: _____

Michael Golen
Interim City Attorney

**Licensor:
SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____

Jonathan R. Lewis
County Administrator

Date: _____

*Executed by the County Administrator
Pursuant to Resolution No. 2004-095*

Approved as to form and correctness:

By: _____

County Attorney

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE AND LICENSE AGREEMENT
EXHIBIT A – SCOPE OF SERVICES**

A. EQUIPMENT, SOFTWARE, AND SERVICES

1. Licensor shall coordinate the initial setup process to configure GOVMAX to meet Licensee’s individual requirements in the areas of organizational structure and planning, backend systems integration, custom reporting, and any other unique configurable settings to match GOVMAX’s operational capabilities to the specific business goals identified by Licensee. The specific hosting services to be provided by the Licensor are itemized herein. Licensor may from time to time engage a third-party service provider to perform services as the need arises. Licensor will negotiate with the Licensee all requests and invoice Licensee on a case-by-case basis for internal or outsourced service hours.
2. Licensor shall provide hardware platform, operating system, system application and database maintenance.
3. Licensor shall perform maintenance and operations control on GOVMAX.
4. Licensor shall store data and conduct daily backups of database.
5. Licensor shall provide security of GOVMAX and data.
6. Licensor shall provide one eight-hour implementation training session, intended for Licensee’s system administration-level users. Additional user training is available at Licensee’s site, at Licensor’s current support rate, plus travel expenses. All travel expenses for Licensor’s trainers will be reimbursed in accordance with Section 112.061, Florida Statutes or Sarasota County Resolution No. 2016-170, as either may be revised from time to time, as applicable. Potential participants in training sessions shall have, at minimum, a functional understanding of personal computers and a working knowledge of Microsoft Office products.

B. HOSTING SUPPORT SERVICES

Licensor’s Data Center shall provide the following hosting support services:

1. Operations and Monitoring Services - GOVMAX is supported by an on-site operations team providing 24 x 7 continuous system monitoring; basic problem identification and resolution; escalation and notification; change and problem management; operating system security; data restores; vendor management; and batch scheduling and monitoring within the Licensor’s data center (“Data Center”). Emergency Support is accessed by telephone at (941) 861-7100.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE AND LICENSE AGREEMENT
EXHIBIT A – SCOPE OF SERVICES**

2. System Administration Services - Systems are supported at the Licensor's Data Center by an on-call system administration team providing hardware/operating system installation, maintenance, updates and upgrades, backup and recovery, hardware security, performance tuning and capacity planning, configuration management and data backup and restoration.
3. Database Administration Services – On-Call database administration teams will support systems located within the Licensor's Data Center. Services included by this team are: hardware and software review (memory, disk volumes, operating system levels and any additional software required); compatibility review with existing software; and technical support; MS SQL Server software installation; support and recovery documentation patch support; database backup software resolution; creation of database backup scripts; automatic notification of event conditions; automatic action on selected events (software failures); security reporting, and capacity planning monitoring (disk, memory, CPU, MS SQL Server licensing, etc.). Licensor will also perform upgrades and patches to the MS SQL Server Relational Database Management System, as published by MS SQL Server if determined to be appropriate by the System Administrator. Licensor shall continually measure and report disk utilization for average utilization during 15-minute intervals over a 24-hour period of time. Should average disk utilization exceed 90% over a 24-hour period of time a performance problem will be identified, and appropriate problem management procedures invoked by Licensor.
4. Standard System Recovery Services – Licensor shall provide the following data and system recovery services:
 - a. Use high-availability fail over clusters with multiple database server nodes and off-site storage of backup tapes to enable the restoration of service in the event the application database is corrupted and/or damaged. The high-availability architecture enables business continuance at degraded performance levels. In the event that the primary computing resources are made inoperable, GOVMAX will be available at a degraded level of performance.
 - b. Daily backup of Licensee's data. Licensor stores copies of all backup tapes in an off-site, environmentally controlled, secure archive. Off-site storage is cycled on a daily basis. This service is provided as a means to protect Licensee from total loss of data in the event of a significant site failure.

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE AND LICENSE AGREEMENT
EXHIBIT A – SCOPE OF SERVICES**

- c. Ensure that all systems purchased by Licensor for use in the performance of the services specified hereunder are equipped with dual power supplies and are provided with commercial power supported by separate uninterrupted power supplies. The Uninterrupted Power Supply (UPS) facilities are composed of battery back-up and diesel generators. The battery back-up services are sufficient to support power transition from primary power to the secondary power provided by the diesel generators.

C. APPLICATION SUPPORT SERVICES

Licensor shall provide the following support services:

1. GOVMAX will be available on a supported basis as described in this Section. Licensor shall provide help desk support to Licensee's Representative, or designee, and up to three system administrators during standard hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Standard Time, (excluding Licensor's observed holidays). The parties understand that any support, services, or products will be requested only by persons authorized by the Licensee's Representative to do so.
2. GOVMAX will be available outside of business hours on an unsupported basis. Service requests that arise outside of business hours shall be addressed the following business day. Additional support can be made available outside of normal working hours with reasonable advance notice upon mutual agreement of Licensor's Administrative Agent and Licensee's Representative. Additional fees may apply to this service.
3. Any additional related services including custom reports will be available from Licensor or Licensor's third-party service provider, once specific requirements are provided by Licensee. Estimates for any additional related services will be provided at Licensor's then current rates.
4. Code Deployment Services: Unless an emergency deployment is required, all code changes will be batched and deployed using the following schedule:
 - a. The open maintenance window for production deployment is scheduled for 12:01 a.m. - 10:00 a.m., Eastern Standard Time, on Sundays. Notification will be given in advance if deployment is to be made outside of the open maintenance window.

(END EXHIBIT A)

**SARASOTA COUNTY
GOVERNMENTAL MANAGEMENT SYSTEM (GOVMAX)
HOSTED APPLICATION SERVICE AND LICENSE AGREEMENT
EXHIBIT B – ANNUAL FEE REDUCTION**

Number of Affiliated Entities	Percent Reduction in Annual Fee
1	0.5%
2	0.75%
3	1%

The maximum reduction in a Licensee’s Annual Fee shall be no greater than 1% regardless of the number of Affiliated Entities.

In order for Licensee to be eligible for any Annual Fee reduction, the Affiliated Entity must have an active GOVMAX license on the date of Licensee’s annual license renewal.

(END EXHIBIT B)