

Action History (UTC-05:00)

Submit

by Vicki Edwards 06-03-2024 11:50:41 AM (Start Form)

Approve

by Eric Ryan 06-03-2024 12:04:10 PM (Director Approval)

- The task was assigned to Eric Ryan, Aaron Bourquin 6/3/2024 11:50:46 AM
- Eric Ryan assigned the task to Eric Ryan 6/3/2024 12:03:58 PM

Approve

by Nicole Brown 06-04-2024 09:03:13 AM (Budget Approval)

- The task was assigned to Heidi Hallas, Nicole Brown, Lisa Herrmann 6/3/2024 12:04:11 PM
- Nicole Brown assigned the task to Nicole Brown 6/4/2024 9:02:51 AM

Reviewed

by Bernice Moen 06-05-2024 07:50:19 AM (Purchasing Specialist)

EDIT: CORRECTED DEPT YTD FROM \$12,843.84 TO \$15,735.69

EVER-INPO
CAC2023-027 AMEND 2

- The task was assigned to Bernice Moen, Geoff Thomas 6/4/2024 9:03:14 AM
- Bernice Moen assigned the task to Bernice Moen 6/5/2024 7:41:43 AM

Approve

by Ginny Duyn 06-05-2024 08:47:55 AM (Purchasing Approval)

- The task was assigned to Alla Skipper, Ginny Duyn, Keith Raney 6/5/2024 7:50:20 AM
- Ginny Duyn assigned the task to Ginny Duyn 6/5/2024 8:40:37 AM

Approve

by Irina Kukharenko 06-05-2024 12:22:07 PM (Finance Director)

- The task was assigned to Kimberly Williams, Irina Kukharenko 6/5/2024 8:47:56 AM
- Irina Kukharenko assigned the task to Irina Kukharenko 6/5/2024 12:21:36 PM

Reviewed

by Lori Hollingshead 06-06-2024 09:06:59 AM (CM Executive Assistant)

- The task was assigned to Lori Hollingshead, Anna Duffey 6/5/2024 12:22:08 PM
- Lori Hollingshead assigned the task to Lori Hollingshead 6/6/2024 9:06:30 AM

Approve

by Julie Bellia 06-06-2024 12:34:06 PM (Assistant City Manager)

- The task was assigned to Jason Yarborough, Julie Bellia 6/6/2024 9:07:01 AM
- Julie Bellia assigned the task to Julie Bellia 6/6/2024 12:33:57 PM



Procurement Request

City of North Port

Request

Request Type *

Competitive Exemption

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

2024

Type code *

N

Preparer

Vicki Edwards

Pre-Director Approver (?)**Department ***

INFORMATION TECHNOLOGY

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

07/09/2024

Agenda Item (?) *

24-0823

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 our DR servers.

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 on 7/9/2024.

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

Subscription

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 *

Agreement with Sarasota County

Supporting backup *

Click the [Preview icon](#) or right click link and select open in new tab or window to avoid downloading.

Sarasota County Technology Services Agreement CAC2023-027.pdf 1.28MB

Sarasota County Technology Services Amendment No. 2 to Agreement CAC2023-027.pdf 149.41KB

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	Hosting Services (June to September 2024)	Each	4.00	\$1,107.02	\$4,428.08

Shipping (?) * **Total Charges**
 \$0.00 \$4,428.08

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1	IT	001-0710-516.54-00		\$4,428.08

Total Payments
 \$4,428.08

Comments To Budget (?)

Vendor Details

Vendor Information (?)



Except for Emergency purchases, vendor MUST already be setup as a vendor in NaviLine.

Vendor Name *
 SARASOTA COUNTY FINANCIAL SERVICES

Vendor Number *
 4707

Vendor Name CST

Contact

Vendor Email

Remittance Address

1001 SARASOTA CENTER BLVD, SARASOTA, FL 34240-7850

Phone

941-861-5000

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$15,735.69

City Inclusive (?) *

\$15,735.69

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**APPROVED: 1/6/2023

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.

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**

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.

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**

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.

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**

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.

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**

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 th Floor Sarasota, Florida 34236 Attn: Ken Watson, Senior Manager Enterprise Information Technology
With Copies to:	Sarasota County Government 1660 Ringling Boulevard, 6 th 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.

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**

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.

**SARASOTA COUNTY
TECHNOLOGY SERVICE 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 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]

**SARASOTA COUNTY
TECHNOLOGY SERVICE AGREEMENT**

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: Rebecca Frost

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:  1-6-23
Jonathan R. Lewis,
County Administrator

Date: 1-6-23
*Executed by the County Administrator,
pursuant to Sarasota County
Resolution No. 2004-095*

Approved as to form and correctness:

By: 
County Attorney *SEB*

**EXHIBIT A
FEE SCHEDULE**

Service	Annual Cost	Notes
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

**AMENDMENT NO. 2
TO AGREEMENT NO. CAC2023-0027**

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 "**County**," and the **City of North Port**, a Florida municipal corporation, hereinafter referred to as the "**City**."

WITNESSETH

WHEREAS, the County and the City entered into Agreement No. CAC2023-0027 ("Agreement") for the provision of hosting and related technology services, effective June 1, 2022; and

WHEREAS, the parties executed Amendment No. 1 on July 18, 2023; and

WHEREAS, the parties now wish to further amend the Agreement.

NOW THEREFORE, the County and the City, 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 (1) year, effective June 1, 2024 through May 31, 2025.
3. Replace Section 7. a. Payment of Fees in its entirety with the following:
 - "a. Annual fee: City shall pay the County annually the amount of \$13,284.24. Initial payment of \$1,107.02 is due within thirty (30) days of execution of this Amendment. The remainder is due and payable in monthly installments of \$1,107.02 each and shall be paid on the first of every month. The details of the fees are listed in Exhibit A, attached hereto, and incorporated herein."
4. The Pricing for Delivered Services as of the effective date of this Amendment is attached hereto and incorporated herein as Exhibit A – Pricing for Delivered Services.
5. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

CITY OF NORTH PORT, FLORIDA

Signed By: _____
Authorized Signature

Print Name: Alice White

Title: Mayor

Date: _____

Approved as to form and correctness:

Witness:

By: _____
City Attorney

Signed By: _____

Print Name: Amber L. Slayton, B.C.S.

Print Name: Heather Faust, MMC

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

**AMENDMENT NO. 2
TO AGREEMENT NO. CAC2023-0027
EXHIBIT A – Pricing for Delivered Services**

For the term of June 1, 2022 – May 31, 2023

Service	Annual Cost	Notes
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.

For the term of June 1, 2023 – May 31, 2024

Service	Annual Cost	Notes
Hosted Devices	\$12,623.64	Eleven (11) devices
Total annual fee, payable by City	\$12,623.64	

Annual fee shall be paid in monthly installments of \$1,051.97.

For the term of June 1, 2024 – May 31, 2025

Service	Annual Cost	Notes
Hosted Devices	\$13,284.24	Eleven (11) devices
Total annual fee, payable by City	\$13,284.24	

Annual fee shall be paid in monthly installments of \$1,107.02.

(END EXHIBIT A)

**AMENDMENT NO. 2
TO AGREEMENT NO. CAC2023-0027**

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4. The Pricing for Delivered Services as of the effective date of this Amendment is attached hereto and incorporated herein as Exhibit A – Pricing for Delivered Services.
5. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

CITY OF NORTH PORT, FLORIDA

Signed By: _____
Authorized Signature

Print Name: Alice White

Title: Mayor

Date: _____

Approved as to form and correctness:

Witness:

By: _____
City Attorney

Signed By: _____

Print Name: Amber L. Slayton, B.C.S.

Print Name: Heather Faust, MMC

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

**AMENDMENT NO. 2
TO AGREEMENT NO. CAC2023-0027
EXHIBIT A – Pricing for Delivered Services**

For the term of June 1, 2022 – May 31, 2023

Service	Annual Cost	Notes
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.

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Service	Annual Cost	Notes
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Annual fee shall be paid in monthly installments of \$1,051.97.

For the term of June 1, 2024 – May 31, 2025

Service	Annual Cost	Notes
Hosted Devices	\$13,284.24	Eleven (11) devices
Total annual fee, payable by City	\$13,284.24	

Annual fee shall be paid in monthly installments of \$1,107.02.

(END EXHIBIT A)