

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2010

☒ Consent      ☐ Regular  
☐ Public Hearing    ☐ Workshop

Department:

Submitted by: Information Systems Services  
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

(A) approve an Interlocal Agreement with The Children’s Services Council of Palm Beach County (CSCPBC) for provision of Server Hosting Services (production and disaster recovery) at a first year revenue to the County estimated at \$27,350; and,

(B) authorize the County Administrator or his designee, Information Systems Services (ISS) Director, to approve and execute future Change Orders to this Agreement, up to a total Agreement revenue amount not to exceed \$100,000.

Summary: CSCPBC has requested that the County ISS Department provide Server Hosting Services for their business operations through the use of County computing facilities. Additionally, this item requests that the County Administrator or his designee, the ISS Director, be granted authority to approve and execute future Change Orders to this Agreement up to a total Agreement revenue amount not to exceed \$100,000. District 2 (PK)

Background and Justification: The Children’s Services Council of Palm Beach County has selected the County as a service provider for Server Hosting Services based on the need for modern, high performance computing technologies for their business processes. The County’s highly trained technical staff, secure equipment environments, and automated backup and recovery processes are all strong incentives for CSCPBC to obtain these services from the County.

By utilizing the County’s existing computing resources, the taxpayers of Palm Beach County will not be supporting duplicate server infrastructures in multiple agencies for similar purposes. CSCPBC is already a partner with Palm Beach County in the PBC Regional Network and, as such, can access the additional resources of Florida LambdaRail, LLC. The use of Florida LambdaRail facilities enables ISS to offer enhanced disaster recovery services to CSCPBC by providing an alternative backup site for files and electronic documents.

Attachments

- 1. Agreement for Server Hosting Services: Production and Disaster Recovery with CSCPBC. (2 originals)

Recommended by: Steve Bordelon      11/4/10  
Department Director      Date

Approved by: [Signature]      11/10/10  
County Administrator      Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

<u>Fiscal Year</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs					
External Revenue	<\$27,350>*	<\$28,680>	<\$28,680>	<\$28,680>	<\$28,680>
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<\$27,350>*	<\$28,680>	<\$28,680>	<\$28,680>	<\$28,680>
# ADDED FTE's					

Is Item Included in Current Budget? Yes No X

Revenue Budget Account No: Fund: 0001 Department: 490 Unit: 1300 Object: 4900

### Reporting Category

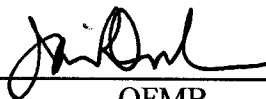
### B. Recommended Sources of Funds / Summary of Fiscal Impact

\*Assumes a December 1, 2010 connection date for Production Server Hosting; April 1, 2011 for Disaster Recovery Server Hosting

C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

  
OFMB

$\$700 \times 5 \text{ mth} = 4,200$   
 $\$500 + 100 + 90 \times 10 = 16,900$   
 $16,900 + 2,250 = 19,150$   
 $19,150 - (27,350) = -8,200$   
11/9/10  
Contract Development & Control  
E. Jones 11/9/10

### B. Legal Sufficiency:

  
Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") for the provision of Server Hosting services by Palm Beach County Information Systems Services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and with the Children's Services Council of Palm Beach County, ("CSCPBC"), and Palm Beach County ("County").

### **WITNESSES THAT:**

**WHEREAS**, the County and CSCPBC have recognized the need for CSCPBC to access the County's Server Hosting Services: Production and Disaster Recovery ("Server Hosting") for the purpose of utilizing the County as CSCPBC's Server Hosting Provider. Specific services to be provided and responsibilities of the parties are set forth in Exhibit "A", Service Level Agreement; and

**WHEREAS**, the County and CSCPBC have demonstrated the need for Server Hosting services, and both parties are supported by local tax dollars, are stewards of public funds, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and CSCPBC utilizing a common Server Hosting resource infrastructure rather than duplicating facilities and increasing the cost burden borne by County taxpayers; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to make the most efficient use of their powers for the mutual advantage of all entities; and

**WHEREAS**, the parties believe that additional computing initiatives will come to fruition through the synergies of the County and CSCPBC working in unison; and

**WHEREAS**, in recognizing these facts, CSCPBC and the County desire to enter into such an agreement which provides for the joint use of such Server Hosting services and establishes policies for its use by each organization.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

## **AGREEMENT**

### **Section 1    Purpose**

The purpose of this Agreement is to provide Server Hosting services to CSCPBC through the County's computing resources for the purposes described in Exhibit "A". Server Hosting services are defined as the computer servers, operating system software, database software and any other computer equipment, software and professional services required to provide the desired level of service to CSCPBC.

### **Section 2    Approval**

The County approves of CSCPBC's participation in the use of the County's computing resources for Server Hosting services and such services as specified in Exhibit "A".

### **Section 3    Term**

The term of this Agreement, unless terminated as provided herein, is a period of one year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 10 herein.

### **Section 4    Resale of Server Hosting Services**

CSCPBC shall not share or resell any portion of the County's Server Hosting resources in any manner not approved of in this Agreement or without explicit written consent from the County, which consent shall not be unreasonably withheld.

### **Section 5    County's Responsibilities for Server Hosting Management**

The County shall be responsible for the routine, day-to-day management of the County's Server Hosting resources. Each party shall be responsible for day-to-day administration of the computing resources which they individually own.

The County shall be responsible for maintaining the Server Hosting resources and all auxiliary components which exclusively serve County facilities. The County shall also maintain the Server

Hosting resources which service both County and CSCPBC requirements. CSCPBC shall maintain that portion of its own computing resources which exclusively serves its facilities. The Palm Beach County ISS Computing Platforms Division (ISS) shall monitor server utilization for any service provided by the County to CSCPBC. The County shall provide CSCPBC with access to the Server Hosting resources as otherwise provided for herein.

Maintenance and restoration work provided by the County shall be limited to the Server Hosting infrastructure used for service to CSCPBC located at County facilities and at the Northwest Regional Data Center (NWRDC), Tallahassee, Florida. The County shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by CSCPBC. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting the County to perform maintenance or restoration on CSCPBC's electronics or other equipment.

The County shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for the repair services when deemed necessary. The County shall abide by agreed upon security requirements of CSCPBC. In the event that an outside contractor is needed, the County shall select, supervise, and coordinate with the contractor to complete the repair.

#### **Section 6    Service Level Agreement**

Roles and responsibilities of the County and CSCPBC are described in the Service Level Agreement (SLA) attached hereto as Exhibit "A", and made a part hereof. The SLA also sets forth an issue communication and escalation process, as well as methodologies for billing and paying the quarterly fee for network connectivity.

#### **Section 7    Server Hosting Resource Ownership**

The County shall own all Server Hosting resources utilized in this agreement. CSCPBC shall continue to maintain ownership of its current computing resources. Only the County is permitted to connect, expand, or otherwise routinely modify its Server Hosting resource components. Furthermore, any and all technological changes relative to Server Hosting services will be implemented at the discretion of the County. Notwithstanding the foregoing, the County agrees to use its best efforts to keep pace with technological changes.

Should CSCPBC receive grant funds to assist with the construction or maintenance of Server Hosting equipment or services not connected with this Agreement, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to the County, and vice versa.

#### **Section 8     Modifications to Server Hosting Resources**

If CSCPBC proposes a modification to the Server Hosting Services outlined in this agreement and specifically in Exhibit "A", it shall notify and submit any applicable information to the County at least 30 calendar days prior to the date that modification activities are expected to be required. Should the planned activities of CSCPBC require the Network to be upgraded, CSCPBC shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by the County to participate in a cost-sharing arrangement for the modification.

The County shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the network that may cause disruption or interference of service to any computer resource users shall be coordinated with the appropriate technical staff of both CSCPBC and the County. The County agrees to perform such work at a time and in a manner to minimize disruption and interference to the CSCPBC users.

When either CSCPBC or the County enters into a contract with an outside contractor for Server Hosting services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the computing resources, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the Server Hosing environment must be communicated in writing to the County for review and approval. The parties however agree to comply with all County computing security provisions.

#### **Section 9     Computing Environment Interferences**

The County shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of CSCPBC. However, should any equipment owned by CSCPBC render any harmful interference to the County Computing Environment, ISS may disconnect, with reasonable advance notice if appropriate, any or all CSCPBC connections after informing

CSCPBC's designated Point of Contact (POC) of the underlying reasons for the planned action to disable CSCPBC connections. Immediate efforts will focus on attempting to resolve or remove the threat conditions. The County shall be the sole party to determine if harmful interference has impacted the County Computing Environment. ISS will utilize its best efforts to prevent any unanticipated service outages should interferences be noted.

#### **Section 10    Termination for Convenience**

Either party may terminate its participation in this Agreement upon 120 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination. Termination of this Agreement by either party may also be contingent upon the failure to ratify annual appropriation for these services by the party's governing body.

#### **Section 11    Indemnification and Hold Harmless**

CSCPBC and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute. Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of CSCPBC and the County.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and

safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, data bases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

## **Section 12   Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

## **Section 13   Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To:     **Children's Service Council of Palm Beach County:**

**Attention:**     Tana Ebbale, CEO  
                     2300 High Ridge Road  
                     Boynton Beach, FL 33426  
                     (561) 740-7000



With a copy to: Tom Sheehan, Attorney  
Children's Service Council of Palm Beach County  
2300 High Ridge Road  
Boynton Beach, FL 33426  
(561) 740-7000

With a copy to: Scott Davey, IS Director  
Children's Service Council of Palm Beach County  
2300 High Ridge Road  
Boynton Beach, FL 33426  
(561) 740-7000

To: **County:** Robert Weisman, County Administrator  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 11<sup>th</sup> FL  
West Palm Beach, FL 33401  
Telephone: 561-355-2712

With a copy to: County Attorney's Office  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Telephone: 561-355-2225

#### **Section 14   Entire Agreement**

This Agreement represents the entire agreement with CSCPBC and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both agencies. This Agreement shall be binding upon CSCPBC and the County and their respective successors and assigns.

**Section 15    Filing**

This Agreement will become effective upon filing a copy of the signed Agreement with the Palm Beach County Clerk & Comptroller's Office.

**Section 16    Participation**

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

**Section 17    Venue for Dispute Resolution**

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

**Section 18    Binding Agreement**

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

**Section 19    Subject to Funding**

This Agreement is subject to fiscal funding.

**Section 20    Nondiscrimination**

CSCPBC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

**Section 21    Access and Audits**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of CSCPBC, its officers, agents, employees, and lobbyists, in connection with this agreement, in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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Section 22 Signatories to the Agreement

ATTEST:

Palm Beach County, Florida, By Its  
Board of County Commissioners

Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: Steve Bordelon  
Director, ISS

ATTEST: Children's Services Council of Palm Beach County

By: Tana Ebbale  
Tana Ebbale, CEO

By: Scott Davey  
Scott Davey, IS Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Tom Sheehan  
Tom Sheehan, Attorney

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES SERVICE LEVEL AGREEMENT**

The purpose of this Service Level Agreement is to identify the roles and responsibilities of Palm Beach County ISS and CSCPBC in carrying out the terms of the Interlocal Agreement re: Server Hosting Services: Production and Disaster Recovery. This Service Level Agreement delineates the services to be provided by ISS, sets forth Server Hosting availability standards, establishes an escalation protocol, and describes the associated costs and payment requirements.

#### **I. Annual Planning and Service Level Agreement Review**

There will be an annual review of this Service Level Agreement (SLA). The SLA will document the types of Server Hosting Services: Production and Disaster Recovery, to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each Agency.

#### **II. Description of Services**

##### **A. Baseline services from ISS will include:**

1. Ongoing maintenance of ISS server and SAN equipment in the County infrastructure;
2. Physical system security on the ISS server and SAN equipment providing Server Hosting services to CSCPBC;
3. Server and SAN design;
4. Acquisition and management of server and SAN assets;
5. Acquisition and ownership of operating system and database licenses for all hardware providing Server Hosting services to CSCPBC;
6. Server and SAN equipment maintenance;
7. Server and SAN security on ISS side of demarcation point;
8. Monitoring of Server and SAN performance;
9. Trouble reporting and tracking;

10. Maintenance of the environmental factors in the facilities housing equipment crucial to the health and stability of the Server Hosting infrastructure, including air conditioning, power conditioning, and UPS equipment; and
11. Disaster recovery protection, system reliability, and stability during power outages.

**B. CSCPBC Responsibilities**

1. CSCPBC responsible for legally acquiring licenses for all third-party software outside of the operating system and database software covered above;
2. Advanced scheduling of all service-related requests and other special services requests related to Server Hosting services;
3. Adhering to pre-defined maintenance schedule for operating system maintenance services;
4. Providing ISS with a minimum 48 hour notice for non-scheduled maintenance unless that maintenance is required by critical emergency. All non-scheduled maintenance will be performed outside normal business hours of Monday – Friday, 8:00AM – 5:00PM;
5. Assuring that the County system will not be compromised via the application layer of the computing environment. If any County system is compromised via the application layer, ISS will disconnect the server producing the compromised position, after informing the CSCPBC's designated Point of Contact (POC) with reasonable advance notice, if appropriate, . It is CSCPBC's responsibility to address both the compromised system as well as the associated service outage;

**III. Server Hosting Design**

The proposed system will be housed within the computer room of the County's Emergency Operation Center on Military Trail in West Palm Beach. The system is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to the clustered database. System backups are also part of the design with both the server VMs and the SQL database being backed up to LTO2 tape nightly utilizing Veritas

Netbackup. A backup disk appliance by Data Domain will be used for VM server version retention.

The system design schematic is depicted in Section V. There will be two front-end virtual Web servers which will be load balanced as the application entry point. These servers will reside in our DMZ area which is surrounded by firewalls for security. These servers will be MS Server 2008 with IIS services load balanced utilizing our F5 appliances. These web servers will be backed up to our Data Domain appliance and versioned every evening.

Behind the web servers in the DMZ will be a SQL database cluster made up of two physical servers running MS SQL Server 2008 with clustered services. The cluster will be configured as active-active to provide the highest level of redundancy. The SQL storage will reside in a SAN using RAID 10 technologies. Since the database and server will be hosted within the County's private network, it will be highly secure behind two sets of firewalls.

System responsibilities will be shared with ISS providing full system and database administration services along with continuous monitoring and 7 by 24 on-call support. CSCPBC will be responsible for application administration.

#### **IV. Disaster Recovery**

In order to improve the resilience of CSCPBC's applications, the second phase of the system design will be to configure a Disaster Recovery site outside the local area. This DR structure will reside within the Northwest Regional Data Center (NWRDC) in Tallahassee, Florida.

The DR infrastructure will be comprised of one front-end virtual Web server within a DMS and back ended with a virtual SQL database server utilizing standardized SAN technology.

Replication will be accomplished for the virtual server utilizing a tool, V-replicator from VMware. The SQL data replication will be handled with Microsoft log shipping technology on a 4-hour schedule.

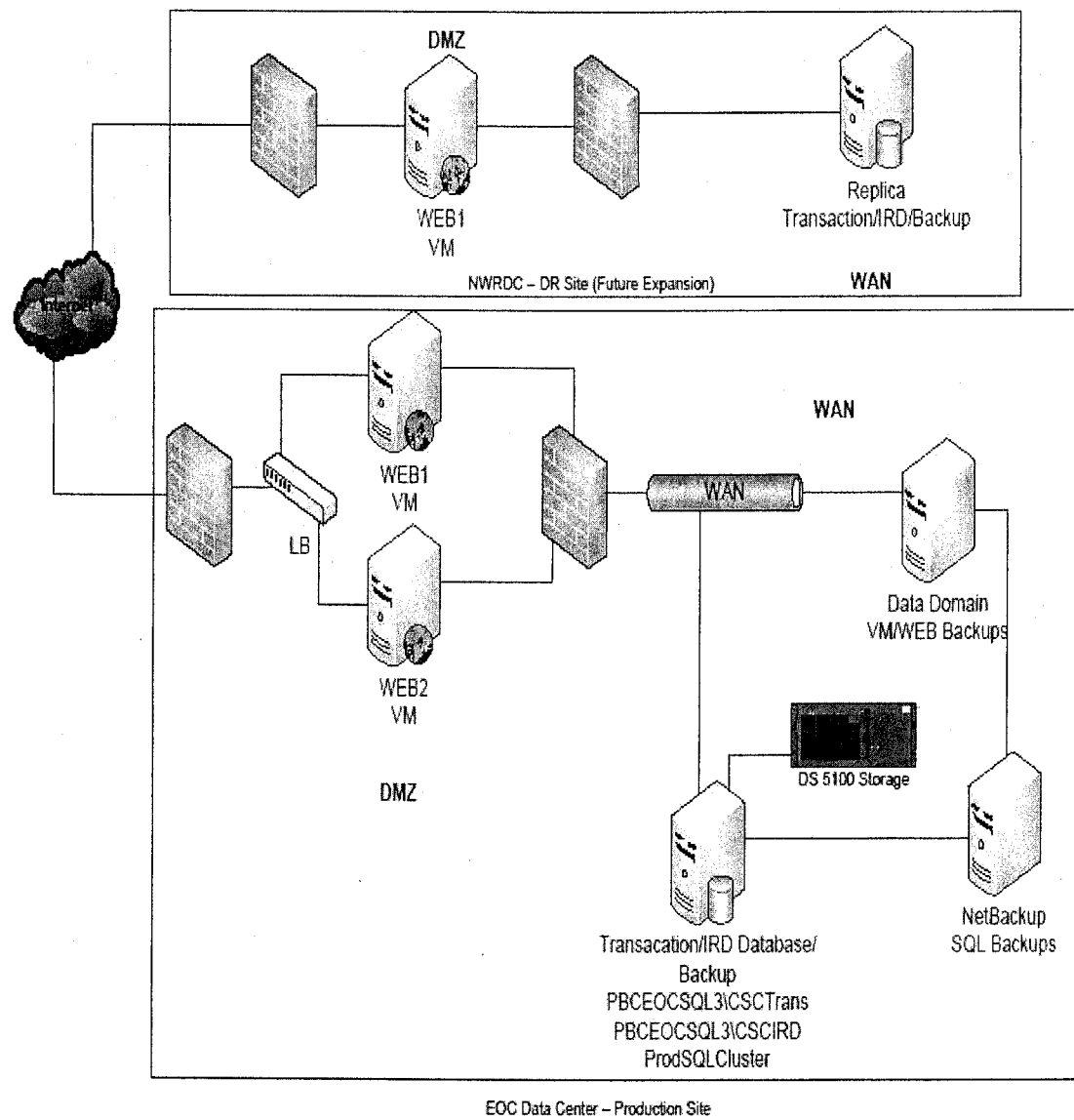
In the event of a disaster, system activation will be a manual process with system availability provided, but at a reduced capacity from that of the daily production system. System activation decisions will be the sole responsibility of CSC staff.

In the event of an activation request, Disaster Recovery procedures will entail several tasks as follows:

1. Replication of the web server and database at the NWRDC will be stopped and the database shut down.
2. The DR database will be started as a production operational database instance.
3. The replication virtual web server will be started
4. Connectivity to the environment and data will be tested and approved for use by CSC appointed staff.



V. Proposed System Design Diagram



## **VI. Availability of Server Hosting Services**

The County will provide CSCPBC with access to the County's Server Hosting services as provided for herein. The County's goal will be to provide 99.9% availability. The County reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to CSCPBC.

In the event that Server Hosting services availability is documented by the County and declared by CSCPBC to be less than 99.9% for two (2) consecutive months, CSCPBC shall not be liable for service fees beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

The County will monitor CSCPBC utilization of the Server Hosting services to ensure sufficient capacity has been provided. Data storage costs may be revised every six (6) months to adjust for growth.

## **VII. Protocol for Reporting Server Hosting Service Problems**

All service issues should be reported to CSCPBC's IS support staff. If CSCPBC's initial diagnosis of the reported problem indicates that it is related to the County's' Server Hosting services (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-4357. All service problems reported by CSCPBC will be recorded and tracked in the County's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to CSCPBC is within one (1) hour of the reported problem. The County also employs an escalation process for problems which are not resolved according to the established standards.

**VIII. Problem Escalation Contacts:**

Palm Beach County ISS 24x7 Network Services Help Desk: 561-355-6700

Michael Strivelli, Senior Manager, ISS Computing Platform Services:  
561-355-4252 (office)  
561-722-3826 (cell)

Phil Davidson, Deputy Director of IT Operations:  
561-355-3956 (office)  
561-722-3349 (cell)

Steve Bordelon, Director of ISS:  
561-355-2394 (office)  
561-386-6239 (cell)

Emergency Contact Number:

Contact Name: Santhosh Samuel, Microsoft Server Manager  
561 355-6268 (office)  
561 722-8328 (cell)

**IX. Fees and Charges for Server Hosting and Related Services**

One of the goals of this Agreement is to establish the lowest competitive pricing for County Hosting Services provided to CSCPBC. The usage fees for the provision of Server Hosting services as described in Exhibit "A" to this Agreement are shown in the table below:

The Children's Services Council of PBC Server Hosting Charges Matrix				
Service Category	Service Start Date	One-Time (\$)	Monthly (\$)	TOTAL (\$)
Server Host (Prod)	12/1/2010			
Setup Fee	"	5,000		5,000
2 Web Servers	"		500	500
2 Database Servers	"		1,100	1,100
Data Storage	"		90	90
Server Host (DR)	4/1/2011			
Setup Fee	"	1,250		1,250
Web Server	"		200	200
SQL DB Server	"		500	500
TOTALS -		\$6,250	\$2,390	\$8,640

**X.     Billing and Payment**

The ISS Director may, at his/her discretion, permit staff resources to assist CSCPBC in the execution of certain Information Technology responsibilities, with the assumption that CSCPBC agrees to fully reimburse the County for these services at a rate of \$125.00 per hour.

The County shall submit quarterly invoices to CSCPBC which shall include a reference to the Agreement and identify the amounts due and payable to the County. CSCPBC will pay such invoices within 30 days of presentation by the County. If CSCPBC in good faith disputes any portion of a charge, the County shall be provided with written notice of the billing dispute within 30 days thereafter. Dispute resolution between the County and CSCPBC shall be in accordance with Florida law.

**XI.    Threshold Criteria for Service Level Priorities**

Priority Level	Service or Component	Status
1	Web Server	Down
1	Database Server	Down
1	Universal Site Application	Down
2	Application at Specific Site	Not Responding
3	Web Server and/or Database Server	Responding Slow
3	Server Backup Software	Down

**XII. Response Notification Levels**

Based upon the defined priority levels above, the table below reflects the ISS response times. ISS maintains a 24/7 production environment and the Network Operations Center (NOC) is staffed during the entire time period to document problems and contact support staff.

Priority Level	Response Type	ISS Notification
1	Immediate	24/7
2	Job Queue/High Priority	24/7
3	Job Queue/High Priority	Normal ISS Business Hours (M – F 7:00am to 6:00pm)

**XIII. Confidentiality**

Subject to the provisions of the Florida Statutes governing public records, the County agrees that it shall treat all personal information and other records that reside in any of the hosted databases provided by CSCPBC as confidential information and, except as required by law, will not transmit or distribute any such data or information, reports or other like output covered under this Agreement to any other party without the prior written consent of CSCPBC providing such data to the County, with the County acknowledging such consent may be withheld at CSCPBC's sole discretion. Additionally, subject to Section X of this Agreement, upon termination of this Agreement, the County agrees to purge or erase all such information from all databases within thirty (30) days following termination of this Agreement. The County agrees it shall maintain security and privacy of all data entered into the hosted databases in accordance with applicable Federal and Florida Statutes and Regulations.

Upon termination of this Agreement, the County shall provide all data to CSCPBC in an agreed upon electronic format at no additional fee unless CSCPBC provides written notice that it does

not want to receive such information. The County shall also provide, within said thirty (30) day period, data residing in hosted databases provided CSCPBC notifies the County in writing at

least twenty (20) days prior to termination of CSCPBC's desire to obtain such data; any fee for providing such shall not exceed \$60.00.

The County agrees that all information communicated to the County by CSCPBC with respect to the hosted applications will be held in confidence, except when material has been made public by CSCPBC, or is public record pursuant to the Florida Public Record Law and not subject to any exemption there under. The County has been provided by CSCPBC with a copy of Section 817.5681, Florida Statutes. Any information or material, regardless of form, furnished by CSCPBC for the County's use, remains the sole property of CSCPBC.