

INTERGOVERNMENTAL SERVICES AGREEMENT BUSINESS TECHNOLOGY SERVICES OUTSOURCING

THIS INTERGOVERNMENTAL SERVICES AGREEMENT is made and entered into this 24 day of August, year 2020, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, for and on behalf of the Business Technology Services Department (hereinafter "BTS") of Pinellas County, and the Juvenile Welfare Board of Pinellas County, an independent special district (hereinafter the "JWB") (hereinafter sometimes referred to as "Party" or jointly as "Parties").

WITNESSETH:

WHEREAS, the JWB supports the healthy development of children and their families in Pinellas County through advocacy, research, planning, training, communications, coordination of resources, and funding; and

WHEREAS, the JWB has previously determined that outsourcing the business technology services used to support its services and programs is the most effective approach for this critical business need; and

WHEREAS, the BTS has the capacity to provide those business technology services to the JWB as defined herein on a more cost-efficient basis for the benefit of Pinellas County citizens.

Now THEREFORE, in consideration of the above recitals and mutual covenants contained herein, the Parties agree as follows:

1. Services to be Performed.

A. During the term hereof, the County, through BTS, hereby agrees to provide technology services to the JWB, including ("Services") as described in Exhibit A attached hereto. Services provided by BTS does not include access to or utilization of third-party licenses or County-owned software and/or hardware used in its business operations, unless otherwise agreed to in writing by the Parties.

B. All Services provided by BTS will be provided in accordance with the standards, policies and best practices in effect during the term, as amended from time-to-time by BTS and reflected in the BTS Global Service Level Agreement hereinafter described in Exhibit D attached hereto. The JWB shall replace ("Technology Refresh") its hardware and software as required by BTS in performing the Business Technology Services to comply with its standards, policies and best practices.

C. Service levels for these services provided to the JWB are hereinafter described in Exhibit B attached hereto and incorporated herein by reference ("JWB Service Levels"). Any Services required by the JWB in excess of those described in Exhibit A, and/or in excess of the JWB Service Levels described in Exhibit B shall be considered "Additional Services" as defined in and governed by the provisions of Subsection 1.D. herein.

D. During the term hereof, the JWB may request BTS to perform Services that are not specifically described in this Agreement but are related to the Services, and/or which exceed the established JWB Service Levels (the "Additional Services"), in which event BTS shall perform such Additional Services either on a time-and-materials basis, at the hourly rate for each of the BTS Personnel assigned to perform such Additional Services, or on a fixed-fee basis, as directed by the JWB, pursuant to a mutually agreeable Scope of Work for such Additional Services.

E. During the term hereof, BTS shall be the exclusive provider of Services to the JWB for the services listed in this agreement, and the JWB shall not contract with or secure Services from any other party. The JWB reserves the right, in its sole discretion, to obtain other technology services that are not provided for in this Agreement from any source, provided that the JWB shall assume all liability in connection with such technology services, including but not limited to any technology services that prevent BTS from completing its obligations under this Agreement.

F. If agreed to by the JWB in writing, the Parties may substitute Services that are described in Exhibit A that are reasonably and substantially equivalent to those Services being substituted, and any such substitution shall not result in any adjustment to the ("Services Fee") in Exhibit C BTS Service Fee & Payment Schedule , unless otherwise mutually agreed to by the Parties by written amendment to the Agreement.

G. The Services to be performed pursuant to the Agreement shall be performed in Pinellas County at locations specified and mutually agreed to by BTS and the JWB as necessary to perform the Services.

2. Term of Agreement/Renewal. The term of this Agreement shall commence as of October 1, 2020 and shall continue in full force and effect through September 30, 2025, ("Initial Term"), unless otherwise terminated as provided herein. Upon expiration of the Initial Term period, this Agreement may be renewed under all the same terms and conditions for an additional five year

period commencing on October 1 and ending on September 30 of the extension term, and providing for the annual services fee for the extension term pursuant to Section 3.A. of this Agreement, by mutual written agreement of the JWB, and BTS through and approved by PINELLAS COUNTY. The Agreement will be assessed annually up to ninety 90 days before September 30, each year to determine any necessary changes in Services or Service Fee.

3. Compensation.

A. The JWB shall pay PINELLAS COUNTY in accordance with Exhibit C BTS Service Fee & Payment Schedule. During the term hereof, including extensions as authorized in Section 2, the Service fee may be modified by mutual written amendment to the Agreement approved by the JWB and BTS, through PINELLAS COUNTY for Service Fee decreases or increases of not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code, and the Board of County Commissioners for all other amendments. Any Additional Services will be provided at the rates as set forth in Exhibit C BTS Service Fee & Payment Schedule herein. BTS shall maintain records of the time and materials incurred in providing Services, which will be subject to inspection by the JWB, and BTS shall provide this information semiannually or within fifteen (15) days upon request.

B. All payments shall be made in accordance with the Florida Local Government Prompt Payment Act, Sec. 218.70, et seq., Florida Statutes, upon submittal of an invoice/billing by the County in a form acceptable to the JWB.

C. Notwithstanding the termination of this Agreement as provided in Section 5 herein, any Services Fee earned by the County for Services prior to the termination of this Agreement shall be paid by the JWB, as provided in the Agreement.

4. BTS Personnel.

A. The personnel ("BTS Personnel") assigned by the BTS Director to perform the Services shall have experience, training, and expertise at least equal to prevalent industry standards applicable to such personnel for the Services, and shall have sufficient knowledge of the relevant aspects of the Services and the JWB's practices and programs to enable them to properly perform the duties and responsibilities assigned to them in connection with this Agreement. In the event of a breach of its obligations with respect to the minimum proficiency levels of BTS Personnel, BTS shall promptly take one or the other (as reasonably

directed by the JWB) of the following actions: (i) reassign any BTS Personnel after receipt of notice from the JWB that such person does not meet the required minimum proficiency levels; or (ii) take appropriate action with respect of any such person to bring such person's proficiency levels in line with such required minimums at the sole cost to BTS.

5. Termination.

A. The failure of either Party to comply with any material provisions of this Agreement shall be considered a breach thereof, and shall be cause for termination of the Agreement thirty (30) days following written notice, provided that the opportunity to cure for nonmonetary defaults to the defaulting Party for up to five (5) days was granted prior to issuing the written notice for termination.

B. Obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated either by the JWB or PINELLAS COUNTY for any or all of the obligations of either Party to this Agreement, the JWB or PINELLAS COUNTY respectively, agree to promptly notify the other Party in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to either Party.

C. Notwithstanding any provisions to the contrary contained herein, if either Party determines, in its sole discretion, that it would be in its best interest to terminate the Agreement, either Party may do so without cause and without penalty or expense upon six (6) month prior written notice to the other Party.

D. After notification of the termination of the Agreement pursuant to this section, in addition to all other legal remedies available to the JWB, and without regard to termination of the Agreement, the JWB reserves the right to obtain from another source any technology services which are not provided within the time specified in the Agreement or, if no time is specified, within a reasonable period from the date of order or request, as determined by the JWB, JWB shall assume all liability in connection with such non-BTS services including but not limited to any services that prevent BTS from completing its obligations under this Agreement.

6. Licenses. Any licenses, agreements and or vendor relationships not specifically stated within this agreement and related Exhibits in support of the JWB are not the responsibility of BTS. All non-BTS provided services such as vendor relationship management, negotiations, procurement

activities including related renewals, payables, and terminations are the responsibility of the JWB are to be managed by the JWB. BTS shall secure and maintain, at its sole discretion, any and all enterprise licenses to be used in providing the Services where required and applicable as defined in Exhibit A and or Exhibit B section 2.8 to complete this Agreement. All other licenses shall be secured and maintained by the JWB, and in accordance with the standards, policies and best practices as provided by BTS.

7. Records. BTS acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies.
8. Documents Comprising Agreement. The Agreement shall include this Agreement for Services as well as the following documents, which are incorporated herein by reference.
 - **Exhibit A** BTS Service Specifications attached to the Agreement; and
 - **Exhibit B** JWB BTS Service Levels attached to the Agreement.; and
 - **Exhibit C** BTS Service Fee & Payment Schedule
 - **Exhibit D** BTS Global Service Level Agreement

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

9. Designated Contact Persons. Each Party hereby designates the person set forth below as its respective prime contact persons. Each Party agrees to notify the other party if the person designated as contract manager changes within thirty (30) days. Notices or reports shall be sent to the attention of each Party's contact person, in person, by email, or via US Mail. to the Parties' addresses as set forth below:

For the County:

Mary Buccigrossi, MA, FCCM
Contract Manager
Business Technology Services
14 S. Fort Harrison Avenue
Clearwater, FL 33756
mbuccigrossi@pinellascounty.org

For the JWB:

Nikitra King, MPA,
FCCM
Juvenile Welfare Board
14155 58th Street North
Clearwater, FL 33760
Nking@jwbpinellas.org

10. Liability.

A. Neither Party shall make any express or implied agreements, guaranties, or representations, or incur any debt, in the name of or on behalf of the other Party. Neither PINELLAS COUNTY nor the JWB shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. BTS shall have no liability or obligation for any damages not caused by BTS to any personal or intellectual property, including but not limited to hardware and software, directly or indirectly owned or licensed by the JWB and utilized in the provision of Business Technology Services by BTS, and the JWB acknowledges that it has the sole responsibility to insure said property from loss or damage at its sole cost and expense.

B. Notwithstanding any other provision hereof, neither PINELLAS COUNTY nor BTS shall not be liable for any loss, damage, or liability to any third parties incurred by the JWB in connection with the Business Technology Services furnished pursuant to this Agreement, whether due to the negligence of BTS, or otherwise. IN NO EVENT WILL PINELLAS COUNTY or BTS BE LIABLE FOR ANY LOST PROFITS, LOST OR COMPROMISED DATA OR INFORMATION, ANY FORM OF SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND (WHETHER OR NOT FORESEEABLE), EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall PINELLAS COUNTY or BTS's liability exceed an amount equal to three (3) months compensation paid by the JWB during the term of this Agreement irrespective of the cause of the loss, damage, or liability. The JWB is solely responsible for its personal and intellectual property, data, information, and materials, including loss, damages, repairs, replacement, Technology Refresh, or upgrades, and is responsible to insure its personal and intellectual property from any loss or damage from any cause whatsoever as it determines appropriate in its sole discretion.

C. Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against either Party that alleges that all or any part of any software licensed or owned by that Party and utilized in the provision of the Business Technology Services infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Party receiving notification

shall give the other Party prompt written notice thereof. The Party owning or licensing the intellectual property shall defend, and hold the other Party harmless against, any such claim or action, and shall indemnify the other Party against any liability, damages, and costs resulting from such claim. If software becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, the Party that owns or licenses the software, at its sole discretion, cost and expense, shall select and provide one of the following: (i) promptly replace the software with a compatible, functionally equivalent, non-infringing software; or (ii) promptly procure the right to use the software for the Business Technology Services as intended as provided in this Agreement. In the event the Party fails to secure or replace the software as provided in (i) or (ii) herein within twenty-one (21) calendar days from receipt of the notice of the claim, the other Party may terminate the Agreement upon three (3) days written notice without further expense or cost to the terminating Party; provided, however, the obligations set out herein shall survive the termination of the Agreement pursuant to this provision.

D. Except as otherwise provided in Sections 10. A., B., and C. herein, each Party shall be fully responsible for the negligence of its respective agents, officers and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the JWB, PINELLAS COUNTY, or BTS, or to extend the liability of the JWB, Pinellas County, or BTS beyond the limits set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement. Each Party's liability and obligations to the other shall be limited to those liabilities expressly set forth herein, otherwise each Party shall assume responsibility of costs and expenses incurred by it.

11. Confidential Information. BTS shall not disclose to any third party the JWB Confidential Information that it has access to or has received from the JWB pursuant to this Agreement, unless approved in writing by the Chief Executive Officer (CEO) of the JWB. All such the JWB Confidential Information shall be held by BTS in accordance with applicable Florida law. For the purposes of this Agreement, "JWB Confidential Information" means any JWB information

deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida Constitution, or other applicable law, or that is designated in writing by the JWB as JWB Confidential Information. The JWB shall provide notification of all confidential/exempt information to BTS.

12. Miscellaneous Provisions.

A. The Parties shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, and secure all required licenses and approvals relating to their respective performance under this Agreement.

B. The County may not assign or transfer its rights or obligations under this Agreement without prior written consent of the JWB.

C. Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

D. In carrying out this Agreement, the Parties shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, national origin, family status or disability.

E. This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes any and all prior agreements, communications, or representations, whether oral or written, with respect thereto.

F. No alteration, change, modification, amendment or waiver to or of this Agreement shall be valid or binding unless in writing and signed by the Parties hereto.

G. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the JWB and any contractor, subcontractor, supplier BTS, and at all times BTS is and shall remain an independent contractor and not an agent of the JWB.

H. The provisions of Section 10 and 11 shall survive the termination of the term of this Agreement.

I. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void, renders the balance of the Agreement to be impossible of performance.

J. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.


(Signature Page Follows)

IN WITNESS WHEREOF the Parties herein have executed this Agreement effective as of the day and year noted above.

PINELLAS COUNTY, FLORIDA by and
through its Board of County Commissioners,

THE JUVENILE WELFARE BOARD OF
PINELLAS COUNTY

Business Technology Services Department

By:  _____

By:  _____

APPROVED AS TO FORM

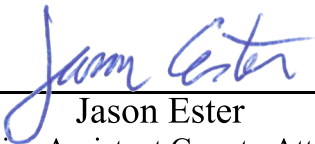
By:  _____
Jason Ester
Senior Assistant County Attorney

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
Infrastructure			
UPS	Support and manage standalone UPS devices for network and server	Included in annual fee paid semiannually.	JWB to provide standalone equipment based on BTS recommendations. JWB will be responsible for support of building generator, hard-wired UPS, and desktop UPS units.
Network Services & Software Licensing Fees			
Internet Access	Access to shared 5Gbps highly available enterprise internet (Primary and secondary connections and any applicable hardware.)	Included in annual fee paid semiannually.	JWB Total Yearly Costs: <u>Enterprise Cost</u> is charged as 1/20th or 5% of the total Enterprise Internet Service
LAN Support	Support JWB's office network and phone switches.	Included in annual fee paid semiannually.	N/A
Primary and Secondary WAN Support	Access to dedicated highly available enterprise WAN (Primary and backup connections and any applicable hardware.) 1Gbps Shared Primary 100Mbps Shared Secondary	Included in annual fee paid semiannually.	JWB Total Yearly Costs: <u>Enterprise Cost</u> is charged as 1/20th or 5% of the total Enterprise WAN Service <u>Local Branch cost</u> is charged as 1/3rd or 33% of the total of local WAN cost (split 3 ways between tenants)
VPN (Remote Access)	BTS to configure and support VPN environment	Included in annual fee paid semiannually.	JWB responsible for Hardware, Maintenance and Licensing
VPN Internet Circuit (JWB Contract)	Support the equipment needed to maintain and operate the separate internet connection for VPN.	Included in annual fee paid semiannually.	JWB will be responsible for paying the monthly recurring cost to the carrier.
Wireless Network Support	Support and manage wireless network	Included in annual fee paid semiannually.	JWB to provide equipment based on BTS recommendations and maintain equipment under maintenance.

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
Telecomm Services & Software Licensing Fees			
Desktop Phone Service	Support JWB as an extension of Pinellas County Telephone Network.	Not included. Billed Quarterly.	JWB is responsible for all new handset equipment and license purchases.
OpenScape Contact Center Support	Provide software and Automatic Call Distribution (ACD) Services for advanced call handling	Included in annual fee paid semiannually.	JWB is responsible for funding any new licenses and maintenance
Unified Communications Support	Provide software as an enhancement to the desktop phone to allow for advanced call routing and audio conference bridging.	Included in annual fee paid semiannually.	JWB is responsible for funding any new licenses and maintenance.
Server			
Server Support	Support the hardware and operating systems for Windows and Linux based servers in physical and virtual format, as well as provide DNS and DHCP support.	Included in annual fee paid semiannually.	Current labor estimate based on 50 servers or less. JWB to purchase all hardware and software based on BTS recommendations. JWB is responsible for third party extended support and maintenance.
VMware Support	Support and maintain hardware, OS, and VMware.	Included in annual fee paid semiannually.	JWB to fund purchase of VMware licenses and maintenance.
SAN Support	Provide upgrade and sizing recommendations for JWB SAN. Manage and monitor JWB usage of PSC SAN Storage.	Not included. Billed Separately for PSC SAN Storage Maintenance \$1,200/TB @ 9 TBs. True Up Annually.	JWB to fund purchase of additional storage, as needed, and is responsible for applicable maintenance fees billed direct by BTS quarterly.
Backup Support	Manage/monitor day-to-day backups and perform restores, as needed for JWB Backup System. Manage and monitor JWB usage of PSC Backup Support and Maintenance.	JWB backup Support Included in annual fee paid semiannually. Backup fees billed quarterly for PSC Backup Support & Maintenance \$264/TB @ 15 TBs. True Up Quarterly.	JWB owns separate backup system and is responsible for identifying all critical data for backup. JWB is also responsible for purchasing additional capacity licensing as needed. JWB to be responsible for maintaining

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
			backup system support agreement.
DR/BC Support	Make recommendations based on JWB DR/BC requirements. BTS shall provide backup and restore services.	BTS consultation and advisement included in annual fee paid semiannually. JWB will cover the cost for hardware, software and labor needed.	JWB will define requirements for DR/BC. Small Data Center facility available at JWB offices. JWB is replicating data to PSC.
Microsoft O365	Consult and advise as needed in regard to tenant and configuration management.	Included in annual fee paid semiannually.	Maintaining Microsoft 365 subscription inclusive of Exchange Online Protection.
Desktop			
Desktop Support	Support desktops and laptops for up to 70 devices. Tablets will be supported as best-effort.	Included in annual fee paid semiannually.	JWB will fund replacement desktops and laptops that meet County standards, and SCCM
Microsoft Office Support	Install and support County-approved Microsoft Office versions.	Included in annual fee paid semiannually.	JWB is responsible for licensing and maintenance of Microsoft Office applications.
Mobile Device	None.	N/A	N/A
Printers			
Office Printer Support	Recommend, install, support, and maintain up to 30 printers.	Included in annual fee paid semiannually.	JWB will fund purchases of printers based on BTS recommendations. JWB will also be responsible for purchasing printer consumables (paper, toner, maintenance kits, etc.)
Scanner Support	Best-effort support on their ~22 standalone scanners.	Included in annual fee paid semiannually.	JWB will provide software and hardware maintenance.
Copier Support	Will make technology recommendations for multi-function printers/copiers. Will install and support desktop applications that interact with	Included in annual fee paid semiannually.	JWB will fund purchases and maintain purchase contract with 3 rd party vendor for ongoing support.

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
	recommended printers/copiers.		
Applications			
Applications Support	Support and maintain hardware and operating systems. .	Included in annual fee paid semiannually.	JWB –application support and administration.
SharePoint Support	Support and maintain hardware, OS, and provide best-effort with JWB support of the SharePoint application.	Included in annual fee paid semiannually.	JWB will be responsible for building and maintaining site content, as well as maintaining SharePoint licensing.
Management & Administration			
Public Records Request (Email Only)	Retrieve email per request and provide to JWB.	Included in annual fee paid semiannually.	Collect request and forward to BTS.
Technology Purchasing	Provide technology recommendations.	Included in annual fee paid semiannually.	JWB will leverage its own purchasing processes with input from BTS.
Relationship Management	Provide a named liaison (BRM) between BTS and JWB.	Included in annual fee paid semiannually.	JWB to provide a named liaison between JWB and BTS.
Budget	Assist with budget preparation process related to technology planning, support, related (to this agreement) operational contracts.	Included in annual fee paid semiannually.	JWB to provide a named liaison between JWB and BTS.
Security			
Intrusion Detection	Monitor and Maintain ID server onsite at JWB.	Included in annual fee paid semiannually.	JWB is responsible for all new equipment and license purchases.
Security Scan	Port Scan completed on a quarterly basis	Included in annual fee paid semiannually.	N/A
Security Support	Install and maintain intrusion monitoring, web filtering and firewall logging.	Included in annual fee paid semiannually.	JWB to provide local firewalls and other security-related hardware such as network taps.
Incident Response	BTS will provide JWB security incident response and forensic support as needed.	Not included. Billed Separately.	JWB to provide contact with approval authority to engage in billable incident response of forensics investigation.

Exhibit B

Business Technology Services (BTS)

JWB Service Level Agreement

Jeff Rohrs, Chief Information Officer

Executive Leadership Team

Belinda Huggins, Director - Application Services

Scott Davis, Director - Infrastructure Services

Scott Butler, Manager – Cybersecurity

Greg Carro, Manager – Finance

Lynda Morrill, Manager - Project Governance

Revision History

DATE	CHANGE	AUTHOR	REVISION

Service Level Agreement (SLA) and Document Owners; Approvals

The Customer(s), JWB's Director of Information Technology and BTS' Chief Information Officer are considered the owners of this document. They are the primary stakeholders and are responsible for internal review by their own teams and final approval of this document.

1 Description

1.1 JWB Service Level Agreement (SLA) Overview

The goal of this document is to establish provisions between the Juvenile Welfare Board (JWB) and Business Technology Services (BTS) to provide technology services for the JWB organization.

The document ensures that the proper elements and commitments are in place to meet the goal by outlining services covered and responsibilities of participants as they are mutually understood by the primary stakeholders.

JWB staff will provide management and support of items defined as Vertical Services, including such things as equipment funding, vendor management, technology licensing agreements and maintenance contracts. While activities in the JWB verticals and technology service areas will generally be discreet to JWB and BTS staff members, there will be times it is advantageous for either party to work in the other's area of responsibility, under the direct guidance of the other party. Those conditions are described in the Customer and BTS Responsibilities below.

1.2 JWB Service Level Agreement (SLA) Scope

User Base Description:	JWB staff
Number of End Users:	Not to exceed 70
Production On-peak hours:	7:00:AM -6:00 PM M-F
Production Maintenance Window:	Enterprise components fall under the Enterprise Maintenance window, 3:00 – 7:00 PM every Sunday. Vertical Service components will be negotiated as needed

The document remains valid until superseded by a revision mutually endorsed by the stakeholders.

1.3 General responsibilities of parties

The service provider is responsible for the proper operation of the environment of the service(s) listed in Exhibit A BTS Service Specifications. All services provided include maintaining the general availability and performance of the system, the integrity of the data, the timely accessibility of new data, supplying end user support, and the implementation of changes.

The customer is responsible for the proper use of the service environment. This means that users comply to the agreements and procedures in this Service Level Agreement (SLA) and other documents related to the service. More details can be found in the Customer Responsibilities Section of this SLA.

2 Service Levels

2.1 Service Hours, Support Hours and After-Hours Support

Service Hours, support hours and after-hours support as defined in the BTS Global Service Level Agreement.

2.2 Incident Management

Incident Management as defined in the BTS Global Service Level Agreement.

2.3 Scheduled Maintenance

Planned maintenance and service interruptions can be viewed on the BTS [3HELP](#) website. 3HELP was established to provide visibility of routine maintenance and changes that could be impactful to BTS customers.

2.4 Unscheduled Maintenance

In the event of unscheduled maintenance, BTS will take reasonable actions to minimize impacts possible to services within business hours and to notify impacted customer divisions of such actions. Unscheduled maintenance may occur in order to protect the Enterprise network and associated systems from imminent and severe harm or damage such as a response to a security incident or a critical system fault.

2.5 Availability

In general, availability calculations differentiate between planned and unplanned downtime. Downtime for maintenance will be negotiated with BTS customers when reasonably possible (an

active security breach would be an exception). Where only component availability can be measured, application or service availability will be derived from Priority 1 Incident time to resolve measures.

2.6 Communication

Communication is key to quick successful incident resolution. BTS uses the methods below to communicate with the customer:

- a. Self Service Portal where customers can check the status of Incidents they have opened
- b. In the case of priority 1 Incidents, emails on Incident status and resolution will be sent to known affected customers from the BTS Operations Center
- c. Prior to closing an Incident, a BTS Technician will make reasonable attempts to personally contact the affected party to ensure their issue has been resolved.
- d. The BTS Operations Center is available to answer any questions regarding the status of an Incident

The BTS Operations Center is available to all users and is the first point of contact for any questions or issues. The BTS Operations Center provides assistance with all aspects of the IT services either directly or via specialists. The BTS Operations Center will ensure that the appropriate escalation procedures will be invoked should a satisfactory response or resolution to an Incident not be attained within the defined period of time.

Detailed information regarding planned outages for changes to the application or underlying infrastructure during the scheduled maintenance window will be communicated to impacted Customers and posted to BTS 3HELP for all customer access to general information. A non-detailed notification will be sent from the BTS Operations Center to all impacted customers noting the change number and date/time of planned outages for changes to the application or underlying infrastructure during the scheduled maintenance window.

When necessary, BTS will consult with the Customer for scheduling changes outside of the maintenance window. Once approved, details of these changes will be communicated to the Customer IT contact and non-detailed notification will be sent from the BTS Operations Center to all impacted Customer users noting the change number and date/time of planned outages for changes to the application or underlying infrastructure outside the scheduled maintenance window.

2.7 Resource Management

BTS will ensure that adequate resources are available to service this agreement and will monitor the usage of resources. It is the responsibility of the Customer to specify future requirements of the service, i.e., significant increases or decreases in service requirements, so that capacity planning can provide the most efficient and effective service to the Customer within satisfactory timescales.

The Customer will alert BTS when anticipated growth of new applications requires consideration for transaction rates, transaction throughput rates, and/or an increased number of users or concurrent connections that fall outside normal workload expectation.

It is important that the Customer notifies their BTS Business Relationship Manager of any business plans that may affect their long-term computing or communications equipment requirements. Failure to notify BTS of workload variations may result in severe service degradation which could ultimately lead to invalidation of this agreement.

2.8 Vendor Management

Any vendor agreements and relationships not specifically stated here or within this agreement in support of the JWB are not the responsibility of BTS. All non-BTS provided services such as vendor relationship management, negotiations, procurement activities including related renewals, payables, and terminations are the responsibility of the JWB are to be managed by the JWB.

BTS Managed Vendor Relationships on behalf of the JWB via Underpinning Contractual Agreement

Vendor Name	Contract #	Purpose	Term (Date Range)	Responsible Contact
N/A				
N/A				

3 Customer Responsibilities

3.1 Open Communication

BTS wants customers to partner in finding an agreeable resolution to any situation. Maintaining a positive connection by sharing information, open communication and remaining accountable, are critical aspects for both BTS and our customers.

3.2 Customer Responsibilities

- Report all Incidents via the BTS Operations Center or Self-Service Portal.
- Provide as much detail as possible into the symptoms of the issue. Including your name, contact information, and timeframe for when you are available to work on the Incident.
- Customers with their own department or agency IT staff are required to troubleshoot issues to help aid BTS in resolving those issues prior to submitting a Service Desk ticket. The Service Desk ticket should contain the troubleshooting steps that the customer's IT staff has taken, including screenshots of the issue, where applicable. The BTS Knowledgebase contains a collection of frequently asked questions, detailed procedures and tutorials.
- The customer will be expected to work with BTS in a timely manner and make themselves and/or their equipment available for troubleshooting.
- Request and schedule special services well in advance

- f. Report concerns with Incident prioritization or resolution to the BTS Operations Center Manager.
- g. Provide physical access for BTS employees to customer offices as required to support operations.
- h. Occasionally, and only upon direct request, assist BTS with situations where a physical presence is required to observe or manipulate BTS managed hardware located at customer offices, following specific instructions provided by BTS at the time of the request. Or as referenced in Exhibit A BTS Service Specification.
- i. Submit Requests for new BTS provided services and equipment in conjunction with the BTS Business Relationship Manager as part of broader planning activities, thus providing adequate lead time for approval, funding, acquisition, and installation.
- j. Create a Business Continuity plan to bridge unexpected/uncontrollable interruptions of service.
- k. Advise BTS if there are business changes that would substantively increase capacity needs, i.e., new user groups, larger data, more data, special events, etc.
- l. Provide ongoing user application training and direction for development of training materials produced by BTS

4 Changes, Enhancements

4.1 Changes and Enhancements

Change and Enhancements as defined in the BTS Global Service Level Agreement.

A change is considered the addition, modification, or removal of anything that could have an affect on IT services. In order to deliver change faster at optimum cost and minimized risk, release management practices will be utilized where appropriate. This includes planning, build/test, deployment, and post-implementation review activities. All changes and releases made to services will adhere to the BTS Change Management policy.

A blackout window is a defined timeframe where planned changes and releases should be avoided, restricted, and/or prohibited. Blackout windows can be established on an as-needed basis.

5 IT Service Continuity and Disaster Recovery

The JWB is responsible for developing and maintaining a Business Continuity Plan for JWB operations. A Business Continuity Plan shall include operating protocol for essential JWB services in an event primary tools reliant on technology are not available.

JWB is responsible for maintaining a Disaster Recovery plan for all non-BTS provided owned, leased and managed Infrastructure and 3rd party services in support of the JWB.

BTS is responsible for maintaining a Disaster Recovery plan for all BTS provided owned, leased and managed Infrastructure services extended to the JWB and as listed in Exhibit A.

For all BTS provided services, the hardware environment has been built to provide Business Continuity and provide for locally established Disaster Recovery for all primary systems provided and supported by BTS in support of the JWB with systems housed in the Data Center, located at the Public Safety Complex, 10750 Ulmerton Road, Largo, FL and supported by diverse power, battery backup, cooling and generation systems and include spare hardware. The secondary systems function as a 'warm site' and are located at the County's Emergency Responder Building (ERB), located at US 19 and Drew, a Cat 5 rated facility.

A Disaster is a declared event which *may* occur when the Data Center has been operationally compromised and estimates to return to service exceed the SLA time limits of a Priority 1 Incident.

BTS will maintain a Disaster Recovery Plan for Infrastructure Services to the JWB.

6 Security

6.1 Pinellas County Administrative Directives

When and where applicable, all County policies and procedures must be complied with and can be found at the following location:

<http://intraweb.co.pinellas.fl.us/directives/>

All agency-specific policies and procedures relevant to the agency or agencies involved must also be complied with. Repository locations of documentation may vary by agency.

6.2 Security Policy

BTS to provide assistance to JWB regarding maintaining agency Security Policy. JWB is responsible for adhering to the Pinellas County Information Security Policy as it applies to Pinellas County systems, networks and data that JWB has access to. The Pinellas County Security Policy can be found at the following locations.

<https://pinellasgov.sharepoint.com/sites/BTS/securityawareness/SitePages/Home.aspx>

7 Measurements and Reporting

BTS will monitor the levels of service delivered and compare these to agreed service levels. Where a failure to meet requirements has occurred, the necessary action to rectify the service and prevent a recurrence will be initiated.

Quarterly reports will be provided by BTS to JWB, and upon request as needed, and will include JWB records (Incidents and Requests) as well as time to task(s) in support of the JWB. Reports will be BTS system generated and provided via email by BTS to JWB designated contacts.

8 Changes to the SLA

8.1 Procedure

A change to the SLA can result in changes to the IT infrastructure and vice versa. Therefore, a change to the SLA or IT infrastructure must be authorized through standard change procedures (CAB authorization). During the SLA period there will be a number of SLA reviews. The purpose of these reviews is to see if Service Levels are met and, if not, to take necessary measures to stay in line with the SLA. In case the outcome of a review shows that certain thresholds are passed, the SLA can also be changed and discussed as stated above.

8.2 Minor changes to the SLA

Minor changes are changes made to the service or service levels that do not directly lead to SLA review and renegotiation. A minor change is recorded in the addendum list to be attached to this document.

8.3 SLA Reviews

The SLA is reviewed regularly based on service level reporting, and customer board meetings, and meetings between the customer and BTS BRM. The outcome of these reviews may result in renegotiation and/or changing of the SLA, and once a year, in prolongation or even termination of the SLA.

Service Level Agreements (SLA) will be reviewed on an annual basis. Customers may request a review at any time prior to scheduled reviews by contacting their Business Relationship Manager (BRM). The BTS BRM is responsible for facilitating regular reviews of this document. As a result of the reviews, Service Improvement Programs will be implemented as needed. Once revisions are incorporated, the annual review cycle will reset based on the new effective date.

Exhibit C BTS Service Fee & Payment Schedule

In accordance with the Intergovernmental Services Agreement (MSA), The following schedule is based on services listed in Exhibit A. All fees are intended to fully offset labor and expenses in support of the JWB. Unless otherwise engaged for additional services approved by the customer and BTS and charged above and beyond the below fees, these fees will hold until BTS incurs additional cost to be passed on to JWB. Any increases to the following schedule will occur within preparation of the next fiscal year budget of the Customer and BTS.

<i>Intergovernmental Services</i>	<i>Cost</i>	<i>QTY</i>	<i>Total Service Fee</i>
Network Services & Software Licensing Fees			
Internet Access via shared redundant 5gb Enterprise Internet (Service Provider Costs + Hardware & Mtno Costs to JWB for redundant carrier providers, Firewall security functionality (Threat and URL filter), and general network maintenance & support; based on 1/20 or 5% of BTS Budget for 1 year of service for each carrier)	\$1,085.00	12	\$ 13,020.00
Local Primary WAN monthly @ 1gb split 3 ways (1/3)	\$341.55	12	\$ 4,098.60
Local Secondary WAN monthly @ 100mb split 3 ways (1/3)	\$216.81	12	\$ 2,601.72
Hub Access via Dedicated Enterprise WAN (Service Provider Costs + Hardware & Mtno Costs to JWB for redundant carrier providers; based on 1/20 or 5% of BTS Budget for 1 year of service for each carrier)	\$700.00	12	\$ 8,400.00
LAN General Maint/Support for Enterprise Network infrastructure supporting JWB area \$15,400/yr	\$15,400.00	1	\$ 15,400.00
Telecomm Services & Software Licensing Fees			
Unified Communications annual maintenance	\$4.05	60	\$ 243.00
Unified Communications annual Software Assurance	\$4.75	60	\$ 285.00
OpenScope Contact Center annual maintenance	\$57.42	9	\$ 516.78
OpenScope Contact Center annual Software Assurance	\$36.18	9	\$ 325.62
Labor			
*2 Full Time Equivalent Support Staff @ Fully Loaded Mid Point PG of E20	\$97,289.92	2	\$ 194,579.84
Management & Administrative Services			\$ 29,186.98
Service Fee Annual Total			\$ 268,657.54
<i>Semiannual Service Fee Total</i>			<i>\$ 134,328.77</i>

<i>IT Service Provided</i>	<i>Billing Period</i>	<i>Estimated Total Annual Additional Fees</i>	<i>Estimated Quarterly Additional Fees</i>
Desktop Phone Service (Based on Usage)	Quarterly	\$ 12,576.00	\$ 3,144.00
Backup Support & Maintenance \$264/TB @ 15 TBs. True Up Quarterly.	Quarterly	\$ 3,960.00	\$ 990.00
PSC SAN Storage Maintenance \$1,200/TB @ 9 TBs. True Up Annually.	Quarterly	\$ 10,800.00	\$ 2,700.00
Total Additional Fees		\$ 27,336.00	\$ 6,834.00

***Annual Fee Total \$ 295,993.54**

*Annual labor rate to be assessed to ensure rate is adequate to cover the cost of BTS staff assigned with any % increases not to exceed BTS BCC approved adopted budget inclusive of Market and Cost of Living Adjustments, and Benefits.

BTS Labor Rate Chart

The following rates are to be used as a reference when assessing Additional Service Fees. Fully loaded (actual) hourly rates will be charged for specific BTS staff assignment to Additional Services. Additional Service hours and rates will be fully disclosed and accepted by both the JWB and BTS prior to engaging in additional services in accordance as defined in Section 1.C and 1.D in the Agreement.

Position Pay Class	Pay Grade	Min Rate	Midpoint Rate	Max Rate
Application Analyst	E22	\$ 38.53	\$ 50.09	\$ 61.66
Application Analyst, Sr.	E24	\$ 42.08	\$ 54.70	\$ 67.33
Application Developer	E24	\$ 42.08	\$ 54.70	\$ 67.33
Application Developer, Sr.	E26	\$ 45.96	\$ 59.74	\$ 73.53
BTS Chief Technology Officer	E32	\$ 59.84	\$ 77.79	\$ 95.75
Business Intelligence Analyst	E24	\$ 42.08	\$ 54.70	\$ 67.33
Chief Information Officer, BTS	E40	\$ 85.10	\$ 110.63	\$ 136.16
Database Administrator	E24	\$ 42.08	\$ 54.70	\$ 67.33
Database Developer	E26	\$ 45.96	\$ 59.74	\$ 73.53
Business Intelligence Developer	E26	\$ 45.96	\$ 59.74	\$ 73.53
Director 2	E32	\$ 59.84	\$ 77.79	\$ 95.75
Endpoint Analyst	E20	\$ 35.28	\$ 45.88	\$ 56.46
Endpoint Specialist	E18	\$ 32.32	\$ 42.00	\$ 51.70
Enterprise Architect	E28	\$ 50.18	\$ 65.23	\$ 80.30
Executive Assistant 2	E15	\$ 28.31	\$ 36.82	\$ 45.31
Management Analyst	E19	\$ 33.76	\$ 43.90	\$ 54.03
Management Analyst, Sr.	E22	\$ 38.53	\$ 50.09	\$ 61.66
Manager, Information Technology	E29	\$ 52.44	\$ 68.17	\$ 83.90
Network/Telecomm Administrator	E20	\$ 35.28	\$ 45.88	\$ 56.46
Network/Telecomm Analyst	E22	\$ 38.53	\$ 50.09	\$ 61.66
Network/Telecomm Engineer	E24	\$ 42.08	\$ 54.70	\$ 67.33
Network/Telecomm Field Technician	E18	\$ 32.32	\$ 42.00	\$ 51.70
Operations Center Specialist 1	E17	\$ 30.93	\$ 40.20	\$ 49.48
Operations Center Specialist 2	E18	\$ 32.32	\$ 42.00	\$ 51.70
Program Coordinator, BTS-OTI	E24	\$ 42.08	\$ 54.70	\$ 67.33
Program Manager, BTS-OTI	E26	\$ 45.96	\$ 59.74	\$ 73.53
QA Analyst	E20	\$ 35.28	\$ 45.88	\$ 56.46
QA Associate	E18	\$ 32.32	\$ 42.00	\$ 51.70
Security Analyst	E22	\$ 38.53	\$ 50.09	\$ 61.66
Security Analyst, Sr.	E24	\$ 42.08	\$ 54.70	\$ 67.33
Security Engineer	E26	\$ 45.96	\$ 59.74	\$ 73.53
Solutions Architect	E27	\$ 48.02	\$ 62.43	\$ 76.84
System Administrator	E20	\$ 35.28	\$ 45.88	\$ 56.46
System Analyst	E22	\$ 38.53	\$ 50.09	\$ 61.66

Business Technology Services (BTS) Global Service Level Agreement

Jeff Rohrs, Chief Information Officer

Executive Leadership Team

Belinda Huggins, Director - Application Services

Scott Davis, Director - Infrastructure Services

Scott Butler, Manager – Cybersecurity

Greg Carro, Manager – Finance

Lynda Morrill, Manager - Project Governance

Revision History

DATE	CHANGE	AUTHOR	REVISION
7/28/2020	Base Global SLA Phase 1	Fred Tucker	1.0
8/11/2020	Remove Geffert	Mary Buccigrossi	1.1

Service Level Agreement (SLA) and Document Owners; Approvals

The BTS Chief Information Officer is the signatory for this document. The Financial and Service Management Manager is responsible for internal review by the BTS ELT and their own teams to support final approval of this document.

Objective

This agreement applies to the warranties and commitments related to all applications, services, and sub services provided by BTS that do not have superseding agreements. These applications, services, and sub services are referred to hereafter as: “the service”, and the usage of The Service. The objective of this document is to define clearly the responsibility and commitment between BTS and Customer Divisions for the services delivered.

Scope

The scope of this agreement is all the conditions concerning the service, the service levels and the restrictions as described in the remainder of this document. This service level agreement documents the commitment made by BTS for the provision of all services to Customer Divisions.

It is important that the Customer notifies their BTS Business Relationship Manager of any business plans that may affect their longterm computing or communications equipment requirements. Failure to notify BTS of workload variations may result in severe service degradation which could ultimately lead to invalidation of this agreement.

All BTS Customers will fall under the warranties and commitments of the BTS Global SLA unless specific warranties or commitments are superseded in a service or customer specific Custom Service Level Agreement.

Audience

Parties to this agreement are Pinellas County Business Technology Services (BTS), referred to hereafter as: the service provider or BTS, and any county or state agency consuming any form of IT services provided by BTS without a superseding agreement referred to hereafter: the customer. Customers include the constitutional officers designated in the BTS Interlocal Agreement.

General responsibilities of parties

The service provider is responsible for the proper operation of the environment of the service. The service includes: maintaining the general availability and performance of the system, the integrity of the data, the timely accessibility of new data, supplying end user support, and the implementation of changes.

The customer is responsible for the proper use of the service environment. This means that users comply to the agreements and procedures in this Service Level Agreement (SLA) and other documents related to the service. More details can be found in the Customer Responsibilities Section of this SLA.

1 Description

1.1 Global Service Level Agreement (SLA)

The Global SLA provides an overview of the process disciplines and general support used on a daily basis to maintain IT Services consumed by Pinellas County Organizations and Citizens. The purpose of the Global SLA is for the Customer to gain an understanding of the level of service provided for all IT Services and the responsibility between the Customer, Pinellas County Organizations, and the service provider, Business Technology Services (BTS). Any customer based or service based specific support requirements differing from or falls outside of the Global SLA will be detailed in a separate customer, application, or service-based Custom SLA. Differences recognized in a Custom SLA take precedence over the information stated in the Global SLA.

2 Service Levels

2.1 Service Hours

Enterprise services are available 24 hours a day, 7 days a week with the exception of planned maintenance, unplanned/emergency maintenance, or unplanned disruptions described in the remainder of this document. All other production services are available **Monday – Friday 7:00 am – 5:00 pm excluding Pinellas County observed holidays** unless detailed in a superseding service or customer specific Service Level Agreement.

2.2 Support Hours

The BTS Operation Center (OC) hours of operation are Monday – Friday 7:00 am – 5:00 pm excluding Pinellas County observed holidays. Reporting an Incident or requesting service should be routed through the BTS Operation Center (OC) at 727.453.HELP (4357). At any time, a request or Incident can be opened via the [Employee Self Service Portal](#). If

after hours, self service requests will be addressed the next business day. Incidents are recorded by the OC when contacted or entered via the Employee Self Service Portal.

The OC should always be called at 727.453.HELP (4357) for emergency or “system down” conditions and not solely communicated by other means such as email. This ensures that the highest priority handling process is activated.

Incidents that cannot be resolved quickly by the OC will be escalated to specialist technical support groups.

2.3 After Hours Support

After hours calls to the BTS Operation Center (OC) at 727.453.HELP (4357) will be forwarded to an answering service weekdays (Monday through Friday, 5:00 PM to 7:00 AM), weekends (from Friday at 5:00 PM until Monday at 7:00 AM), and all Pinellas County observed holidays. The answering service will record a caller’s information (Name, Contact #, Department or Agency) and engage the BTS emergency on-call support staff associated with the application or system the caller is reporting.

Emergency after hours technical support is available for county employees experiencing technical issues of a critical nature. This includes business critical functions impacting multiple employees, multiple systems, or public safety. All non-emergency technical and business inquiries such as assistance with VPN, password resets, navigating websites, single user printing issues, single user desktop, and phone and application issues connectivity will be processed during normal business hours.

2.4 Incident Management

2.4.1 Incident Definition

An Incident is an unplanned interruption to an IT Service, the reduction in the quality of an IT service, or the failure of a component of a service. Failure of a configuration item that has not yet affected service is also an Incident — for example, failure of one disk from a mirror set. The objective of Incident Management is to restore normal service operation as quickly as possible and minimize the adverse impact on business operations. *Normal service operation* is defined here as service operation within Service Level Agreement (SLA) limits. In the absence of a specific SLA a reasonable expected level of functionality and performance can be assumed with discrepancies in this area leading to the creation of a specific SLA. Incident Priority definitions drive Service Level Targets (SLT).

2.5 Incident Prioritization

2.5.1 General Considerations

In order to manage Incidents, a priority is assigned to every record opened. Priority is defined as a function of the impact on the business and the urgency for a resolution. The Service Level Management process is responsible for defining urgency through negotiated Service Level Agreements (SLAs).

The priority assigned to a record, specifically, the effort required for the resolution of an Incident, depends upon the impact on the business: size, scope and complexity; the urgency to the business: time dependent financial impact (loss); the size, scope and complexity of the Incident; the resource availability for coping in the meantime and for correcting the fault; the expected effort in resolving or completing a task.

2.5.2 Priority

Priority attention will be given to incidents until the impact can be evaluated. Service down conditions will automatically be given highest priority over workstation or other support activities. Services supporting enterprise wide functions and the public will be given priority over departmental services. When assigning priorities, discretion and common sense will be applied to accommodate exceptional circumstances. Priorities, unless reassessed and changed, will be given the following default values.

Priority 1 – An unplanned interruption impacting an enterprise, business critical, or public safety system; or affecting multiple users attempting to perform a time sensitive function.

A Priority 1 Incident condition is valid when a production system/application has been rendered inoperable or business users are unable to use the system/application to support routine, time sensitive business functions. Examples include local area network (LAN) down, Enterprise function inoperative, server down impacting a service, department or workgroup out of service.

Priority 2 – A production system/application where service has been degraded (the system is not down) or other symptoms impacting normal operation. Multiple Users of a non-critical system or a single user completely “down”. This may also be defined as a system/application that is operating but with severe restriction (for example, performance is unacceptably slow), or affects a time sensitive function. Examples include workgroup function inoperative, very slow system response time, vital document is lost or corrupted.

Priority 3 - The “normal” or “default” priority for Incidents that have a lower impact than those prioritized 1 and 2. These include single user events, non-critical systems, enabling or support systems, or single features. Priority 3 incidents will be responded to on a first in / first out basis within their respective queues. Examples include document printing incorrectly, individual e-mail account inoperative, PC UPS beeping, single user unable to open email attachment.

Priority 4 – A production system/application Incident isolated to a few people, performing non-critical tasks and an alternative workaround exists. The majority of the functions are still usable. Examples include disk & file space, unable to remote into user's PC.

Priority 5 – is given to planned Incidents. No users are impacted, or impacted users have indicated that there is no urgency. These Incidents may be for internal IT components (server iLo).

2.5.3 Impact

Impact is a measure of business criticality caused by an Incident equal to the extent to which agreed Service Level Agreements (SLAs) can be degraded. The number of systems or users affected measures the scope of service degradation. Generally, impact is differentiated by relative scope:

- 1 - High: Enterprise, department, floor, branch or Line of Business (LOB)
- 2 - Medium: A small group of users
- 3 - Low: A single user

However, impact can also be altered by VIP status, which is based on organizational hierarchy (e.g. executives, managing directors, etc.) or particular user needs (i.e. specific users who justify immediate or special attention). In the case of users with VIP status, impact is assigned as follows:

- 1 - High: A group of users with VIP status
- 2 - Medium: A single user with VIP status

2.5.4 Urgency

Since a high-impact Incident does not by default, have to be solved immediately, it is not necessarily a high priority Incident. Urgency provides a second measure of business criticality, which indicates the necessary speed of resolving an Incident of a certain impact.

Whereas impact is defined by scope, urgency is defined by time. It is determined by the criticality for a resolution, as measured in the financial impact of a particular service's downtime. By comparison, for the same period of downtime, a core business service will cost the business more than a support service. Therefore, urgency is also relatively differentiated:

- 1 - High: Core Business Service – an activity that has a direct financial impact on the business organization (e.g. core applications)
- 2 - Medium: Support Service – an activity that directly supports the execution of a core business service (e.g. printing services)
- 3 - Low: Non-urgent Service – an activity that supports a core business service, but is not time sensitive (e.g. Word, Excel)

2.5.5 Expected Effort

The priority alone does not determine the order at which an Incident is completed. It is possible to have a very low priority Incident addressed before higher prioritized ones due to the relative ease to of the resolution and implementation.

Example: One user unable to access an application (who previously was able to). One user who has lost access due to a technical fault (not a lost password), which is an Incident with a low impact and a high-medium urgency, can be resolved with minimal effort; therefore, it should be addressed immediately.

2.5.6 Prioritization Calculation Matrix

		Impact		
		1 - High	2 - Medium	3 - Low
Urgency	1 - High	1 - Critical	2- High	3 - Moderate
	2 - Medium	2- High	3 - Moderate	4 - Low
	3 - Low	3 - Moderate	4 - Low	5 - Planning

2.5.7 Response and Resolution Times

Response time is the time that elapses between initial identification of the Incident to the Operations Center and the time to start working the Incident

- Setting up an appointment time if applicable (setting the expectation for the user)
- Trouble shooting or obtaining additional information

The response is initiated by the support group / analyst that will be resolving the incident.

Resolution time is the time that elapses from the initial identification until the service is restored. Service may be restored either by an acceptable (to both customer and BTS) workaround or a permanent solution.

Priority	Target Response Time		Target Resolution Time*	
	During OC Hours	After OC Hours	During OC Hours	After OC Hours
1	15 Minutes	1 hour	4 Hours	4 hours
2	1 Hour	Next Business Day	One Business Day	NA unless Pri 1 at OOB
3	4 Hours	Next Business Day	2 Business Days	NA unless Pri 1 at OOB
4	One Business Day	Next Business Day	5 Business Days	NA
5	One Business Day	Next Business Day	As agreed, in next release, etc.	NA

The above response and resolution times pertain to basic levels of service outlined in the Global SLA. Individually negotiated Service Level Agreements (SLAs) with Customers / Lines of Business may take precedence.

* Targets are the level or benchmark BTS aims to achieve and only become valuable when achieving them is a challenge. Targets need to be immediately relevant, provide an actionable value, and align with business objectives to maintain value of service. By stating targets, it is not a guarantee that every Incident will be responded to or resolved at or under the target. The values are typically consumed via the arithmetic mean over an appropriate time frame (monthly, quarterly) with outliers providing an additional perspective into service levels or unique events. In many cases a third party is responsible for the support of a service where the contract between BTS or the customer and a third party does not specify resolution or response times. Often, third parties providing supporting services that enable BTS to deliver a service to a customer only include response or acknowledgement times based on their interpretation of priority. In these cases, where BTS is unable to positively influence resolution times, the values will still be recorded. When possible, these Underpinning Contracts will be aligned with the customer-facing Service Level Agreements.

2.6 Scheduled Maintenance

Planned maintenance and service interruptions can be viewed on the web site [3HELP](#) prior to calling.

The Enterprise Maintenance Window is every Sunday from 6:00 pm – 10:00 pm. It was established to provide an appropriate timeframe for routine maintenance and changes that would otherwise be impactful to customers. A service may have additional maintenance windows defined that support the highest levels of availability while providing a mechanism to keep the service optimized.

2.7 Unscheduled Maintenance

In the event of unscheduled maintenance, BTS will take reasonable actions to ensure the least impact possible to business hours and reasonable actions taken to notify impacted customer divisions. Unscheduled maintenance can occur in order to protect the Enterprise network and associated systems from imminent and severe harm or damage such as a security patch or a critical system fault.

2.8 Availability

In general, availability calculations differentiate between planned and unplanned downtime. Downtime for maintenance will be negotiated with the customer when reasonably possible (an active security breach would be an exception). Where only component availability can be measured, application or service availability will be derived from Priority 1 Incident time to resolve measures.

2.9 Communication

Communication is key to quick successful incident resolution. BTS uses the methods below to communicate with the customer:

- a. Self Service Portal where customers can check the status of Incidents they have opened
- b. In the case of priority 1 Incidents, emails on Incident status and resolution will be sent to known affected customers from the BTS Operations Center
- c. Prior to closing an Incident, a BTS Technician will make reasonable attempts to personally contact the affected party to ensure their issue has been resolved.
- d. The BTS Operation Center is available to answer any questions regarding the status of an Incident

The BTS Operation Center is available to all users and is the first point of contact for any questions or issues. The BTS Operation Center provides assistance with all aspects of the IT services either directly or via specialists. The BTS Operation Center will ensure that the appropriate escalation procedures will be invoked should a satisfactory response or resolution to an Incident not be attained within the defined period of time.

2.10 Resource Management

BTS will ensure that adequate resources are available to service this agreement and will monitor the usage of resources. It is the responsibility of the Customer to specify future requirements of the service, i.e., significant increases or decreases in service requirements, so that capacity planning can provide the most efficient and effective service to the Customer within satisfactory timescales.

Specific application or service level agreements will be required when anticipated growth of new applications requires consideration or transaction rates, transaction throughput rates and maximum number of users or concurrent connections must be identified for normal workload expectation.

3 Customer Responsibilities

3.1 Open Communication

BTS wants customers to partner in finding an agreeable resolution to any situation. Maintaining a positive connection by sharing information, open communication and remaining accountable, are critical aspects for both BTS and our customers.

3.2 Customer Responsibilities

- a. Report all Incidents via the BTS Operations Center or Self-Service Portal.

- b. Provide as much detail as possible into the symptoms of the issue. Including your name, contact information, and timeframe for when you are available to work on the Incident.
- c. Customers with their own department or agency IT staff are required to troubleshoot issues to help aid BTS in resolving those issues prior to submitting a Service Desk ticket. The Service Desk ticket should contain the troubleshooting steps that the customer's IT staff has taken, including screenshots of the issue, where applicable. The BTS Knowledgebase contains a collection of frequently asked questions, detailed procedures and tutorials.
- d. The customer will be expected to work with BTS in a timely manner and make themselves and/or their equipment available for troubleshooting.
- e. Request and schedule special services well in advance. For example, employee onboarding or hardware installation.
- f. Report concerns with Incident prioritization or resolution to the BTS Operations Center Manager.
- g. Provide physical access for BTS employees to customer offices as required to support operations.
- h. Occasionally, and only upon direct request, assist BTS with situations where a physical presence is required to observe or manipulate BTS managed hardware located at customer offices, following specific instructions provided by BTS at the time of the request.
- i. Submit Requests for new BTS provided services and equipment in conjunction with the BTS Business Relationship Manager as part of broader planning activities, thus providing adequate lead time for approval, funding, acquisition, and installation.
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A change is considered the addition, modification, or removal of anything that could have an effect on IT services. In order to deliver change faster at optimum cost and minimized risk, release management practices will be utilized where appropriate. This includes planning, build/test, deployment, and post-implementation review activities. All changes and releases made to services will adhere to the BTS Change Management policy.

Where appropriate, change windows can be established for a service or sub-service to facilitate more effective change and release management. Change windows are regular, agreed times when changes or releases may be implemented with minimal impact on services. These windows would be typically documented within a given service's SLA.

A blackout window is a defined timeframe where planned changes and releases should be avoided, restricted, and/or prohibited. Blackout windows can be established on an as-needed basis for services.

5 Security

5.1 Pinellas County Information Security Policy

BTS to provide a Pinellas County Security Policy. Customer departments and agencies are responsible for adhering to the Pinellas County Information Security Policy as it applies to Pinellas County systems, networks and data. The Pinellas County Security Policy can be found at the following locations or available upon request.

<https://pinellasgov.sharepoint.com/sites/BTS/securityawareness/SitePages/Home.aspx>

6 Pinellas County Administrative

6.1 Pinellas County Administrative Directives

All County policies and procedures must be complied with by all County employees and can be found at the following location:

<http://intraweb.co.pinellas.fl.us/directives/>

All agency-specific policies and procedures relevant to the agency or agencies involved must also be complied with. Repository locations of documentation may vary by agency.

7 Changes to the BTS Global SLA

7.1 BTS Internal Procedure

A change to the SLA can result in changes to the IT infrastructure and vice versa. Therefore, a change to the SLA or IT infrastructure must be authorized through standard change procedures (CAB authorization). During the SLA period there will be a number of SLA reviews. The purpose of these reviews is to see if Service Levels are met and, if not, to take necessary measures to stay in line with the SLA. In case the outcome of a review shows that certain thresholds are passed, the SLA can also be changed and discussed as stated above.

7.1.1 Minor changes to the SLA

Minor changes are changes made to the service or service levels that do not directly lead to SLA review and renegotiation. A minor change is recorded in the addendum list to be attached to this document.

7.1.2 SLA Reviews

The SLA is reviewed regularly on the basis of service level reporting, and customer board meetings, and meetings between the customer and BTS BRM. The outcome of these reviews may result in renegotiation and/or changing of the SLA, and once a year, in prolongation or even termination of the SLA.

Service Level Agreements (SLA) will be reviewed on an annual basis. Customers may request a review at any time prior to scheduled reviews by contacting their Business Relationship Manager (BRM). The BTS BRM is responsible for facilitating regular reviews of this document. As a result of the reviews, Service Improvement Programs will be implemented as needed. Once revisions are incorporated, the annual review cycle will reset based on the new effective date.

7.2 Custom SLA's

Custom SLA's will be developed for all requested services over and above services included under the BTS Global SLA. Custom SLA's will be executed within the appropriate signing authority for Pinellas County and the respective equivalent Customer authority.

7.2.1 BTS Internal Process

Custom SLA's will be reviewed according to the terms agreed to within the Custom SLA and within the basis of service level reporting, and or customer board meetings, and or meetings between the customer and BTS BRM. The outcome of these reviews may result in renegotiation and/or changing of the Custom SLA, and once a year, in prolongation or even termination of the Custom SLA.

8 Definitions/Glossary

Availability	The totality of interruption-free parts of the opening hours in which the customer can make use of the system.
CAB	Change Advisory Board, i.e. A representative group of people who are responsible for assessing, from both a business and a technical viewpoint, all rfcs. They advise on the priorities of rfcs and propose allocations of resources to implement those changes.
Change Management	The process of controlling and managing requests to effect changes to the IT Infrastructure or any aspect of IT services, and of controlling and managing the implementation of those changes that are subsequently given approval.
Interruption	A continuous period during opening hours in which the service or a service component is not available
Service	An IT service, i.e.: a compound of IT facilities, applications and/or supporting processes delivered by an IT service organization

Service Level	The level of quality at which an IT service aspect is delivered
Service Level Management	The process that manages IT service provision in a business-wise manner by means of SLAs
SLA	Service level agreement
SLA Period	The period during which the SLA is valid or running
SLA Review	Evaluation of the actual service levels provided against the service level targets as described in the SLA, but in particular the perceived service quality as expected from these targets
System	Either an information system or computer system. A computer system can be part of an information system. A system can be part of a service
Underpinning Contract	A contract between an IT service provider and a third party. The third party provides supporting services that enable the service provider to deliver a service to a customer.

9 Software Licensing

9.1 Software Licensing

It is the policy of Business Technology Services (BTS) to respect and adhere to all computer software copyrights and to adhere to the terms and conditions of all software licenses. It is also the policy of BTS to manage its software assets and to ensure that it deploys and uses only legal software on its PCs (including portables) and servers.

All the departments and agencies that BTS supports must appropriately budget for the full cost of their license requirements. BTS will assist the departments with the acquisition of software by obtaining quotes from vendors upon request. All software requests would come in via the BTS Operations Center. Once the software is purchased, the customer will provide BTS with the appropriate proof-of-purchase in order for BTS to deploy the software to the users. BTS will not be responsible nor install software that is not properly licensed.

Whenever possible the software will be installed using BTS authorized deployment tools. If for some reason the deployment tool is not able to deploy the software, the customer must coordinate with the BTS Operations Center in order to have the software installed on the user's workstation. In order to maintain proper record keeping, proof-of-purchase documentation, license keys, software media, and any other related materials will be documented and stored in the BTS Definitive Media Library (DML) following existing procedures.