

INTERGOVERNMENTAL SERVICES AGREEMENT BUSINESS TECHNOLOGY SERVICES OUTSOURCING

THIS INTERGOVERNMENTAL SERVICES AGREEMENT is made and entered into this 1st day of October, year 2025, 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 current BTS Global Service Level Agreement , available online,

<https://pinellasgov.sharepoint.com/sites/BTS-AgreementsRepository/BTSGlobalSLA/BTSGlobalSLACurrent.pdf>

If the link is unavailable or broken, please contact the BTS BRM or Operations Center to

obtain the most current version. 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. BTS shall bill JWB semi-annually, as identified in Exhibit C BTS Service Fee & Payment Schedule.

H. 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, 2025 and shall continue in full force and effect through September 30, 2030, ("Initial Term"), unless otherwise terminated as provided herein. Upon expiration of the Initial Term period, this Agreement may be renewed 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.

Invoice Submission:

Accounts Payable

14155 58th St. N.

Clearwater, FL 33760

(727)453-5619

APinvoices@jwbpinellas.org

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, background screening, 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) months 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. If BTS receives a request for records pertaining to JWB or services funded by JWB, it will advise JWB within two (2) business days of the records request and JWB and BTS will work together to respond to any such request.
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
<https://pinellasgov.sharepoint.com/sites/BTS-AgreementsRepository/BTSGlobalSLA/BTSGlobalSLACurrent.pdf>

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:

Kevin Karr
Contract Manager
Business Technology Services
14 S. Fort Harrison Avenue
Clearwater, FL 33756
kkarr@pinellas.gov

For the JWB:

Sarah E. Smith, CPPB
Senior Contract Manager & Purchasing Agent
Juvenile Welfare Board
14155 58th Street North
Clearwater, FL 33760
ssmith@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 or use for any purpose other than providing the Services under this Agreement 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,

Business Technology Services Department

By: _____

THE JUVENILE WELFARE BOARD OF
PINELLAS COUNTY

By: Michael G. Mikurak 7/31/2025 | 9:25 AM EDT

Interim CEO

APPROVED AS TO FORM

By: Jason C. Ester
Office of the 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	Support Included in annual fee. Licensing subscription fees billed semiannually	JWB responsible for Licensing subscription fees
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

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
			maintain equipment under maintenance.
Telecomm Services & Software Licensing Fees			
Desktop Phone Service	Support JWB as an extension of Pinellas County Telephone Network.	Not included. Billed Semiannually.	JWB is responsible for all new handset equipment and license purchases.
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 @ 7 TBs. True Up Annually.	JWB to fund purchase of additional storage, as needed, and is responsible for applicable maintenance fees billed direct by BTS semiannually.
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 semiannually for PSC Backup Support & Maintenance \$264/TB @ 15 TBs. True Up Semiannually.	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 backup system support agreement.
DR/BC Support	Make recommendations based on JWB DR/BC requirements.	BTS consultation and advisement included in annual fee paid semiannually.	JWB will define requirements for DR/BC. Small Data Center facility available at JWB offices.

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
	BTS shall provide backup and restore services.	JWB will cover the cost for hardware, software and labor needed.	JWB is replicating data to PSC.
Azure Services			
Azure Infrastructure Services	At present, Azure infrastructure hosting services are not included in the BTS Service Catalog as a service offering. However, we are committed to working collaboratively with JWB to evaluate the needs and identify how BTS can provide value added services related to Azure hosted environments. As workloads are migrated to Azure, BTS and JWB will need to determine how to account and bill for these services or if there is a bill at all. BTS would anticipate a future amendment to the SLA to memorialize this new service offering.	All direct costs associated with Azure services billed by Microsoft will be the responsibility of JWB. As BTS's involvement in Azure services evolves, any additional support provided by BTS will be evaluated on a case-by-case basis. Cost structures for BTS services related to Azure may be defined and refined over time, and any such charges will be discussed and mutually agreed upon as part of future service planning or amendments to the SLA.	JWB will be responsible for identifying potential use cases and opportunities for Azure-hosted services and engaging BTS early in the planning process. JWB will collaborate with BTS to assess feasibility, define requirements, and determine appropriate support needs. Additionally, JWB will participate in ongoing discussions regarding service expectations, cost considerations, and any necessary updates to the SLA as Azure services evolve
Microsoft365	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.
Endpoint support			
Desktop Support	Provisioning, configuration, and troubleshooting of desktop computers, laptops, tablets, virtual desktops (VDI/DaaS) and peripherals. Remote assistance for hardware and software issues. Imaging and deployment of standardized endpoint configurations.	Included in annual fee paid semiannually.	JWB will fund replacement desktops and laptops that meet County standards, and SCCM/Intune

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
	Maintenance of operating systems, drivers, and security patches. Installation and configuration of software and applications.		
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.
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 recommended printers/copiers.	Included in annual fee paid semiannually.	JWB will fund purchases and maintain purchase contract with 3 rd party vendor for ongoing support.
Applications			
Applications Support	Support and maintain hardware and operating systems.	Included in annual fee paid semiannually.	JWB –application support and administration.
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.

Exhibit A: BTS Service Specifications

BTS Service	Description of BTS Service	Cost	JWB Responsibilities
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 – Provided by Arctic Wolf	BTS to consult and advise as necessary	Included in annual fee	JWB is responsible for all new equipment, license and subscription purchases.
Simulated Phishing	Quarterly simulated phish testing	Not included billed semiannually	Review reports from KnowB4.
Security Scan	Vulnerability, exploit and port scanning completed internal and external on a weekly basis.	Included in annual fee paid semiannually.	Review vulnerabilities, approving, and applying patch remediation.
Security Logging and Firewall monitoring	Maintain logging and alerting of 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.
Security Compliance and Auditing	BTS to advise and consult on any compliance and auditing requirements	Included in annual fee paid semiannually.	JWB primarily responsible for all compliance and auditing requirements
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.
Keeper Password Management	BTS will provide license subscriptions to Keeper Password Management	Not included billed semiannually	JWB responsible for Licensing subscription fees

Exhibit B

Business Technology Services (BTS)

JWB Service Level Agreement

Jeff Rohrs, Chief Information Officer

Executive Leadership Team

Bryan Zumwalt, Chief Technology Officer

Scott Davis, Director - Infrastructure Services

Deb Frank, Director – Business Application Services

Belinda Huggins, Director - Enterprise Application Services

Scott Butler, Sr. Manager – Cybersecurity

Lynda Morrill, Sr. Manager – Project Governance

Dana Zordan – Sr Manager – Business Services

Revision History

DATE	CHANGE	AUTHOR	REVISION

Service Level Agreement (SLA) and Document Owners; Approvals

The Parties, JWB’s Chief Information Officer 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 obtaining 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 of Pinellas County, an independent special district (hereinafter the “JWB”) and Business Technology Services (BTS) (hereinafter sometimes referred to as “Party” or jointly as Parties” 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 JWB and BTS Responsibilities sections below.

1.2 JWB Service Level Agreement (SLA) Scope

User Base Description:	JWB staff
Number of End Users:	Not to exceed 90
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 Parties.

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.

JWB is responsible for the proper use of the service environment. This means that users comply to the agreements and procedures in this SLA and other documents related to the service. More details can be found in the JWB 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 will be communicated through notifications by the Operations Center

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 Party's 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. Priority levels are defined in BTS Global Service Level Agreement.

2.6 Communication

Communication is key to quick successful Incident resolution. Incidents are defined in BTS Global Service Level Agreement. BTS uses the methods below to communicate with JWB:

- a. Self Service Portal where JWB 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 Party 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 Party and posted to BTS 3HELP for all access to general information. A non-detailed notification will be sent from the BTS Operations Center to impacted Party 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 JWB for scheduling changes outside of the maintenance window. Once approved, details of these changes will be communicated to the JWB

Chief Information Officer or designee contact and non-detailed notification will be sent from the BTS Operations Center to all impacted Party’s 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 JWB 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 Party within satisfactory timescales.

JWB 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 JWB 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 JWB Responsibilities

3.1 Open Communication

BTS wants JWB 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 Parties.

3.2 JWB 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. JWB 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 Party'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. JWB 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
- f. Report concerns with Incident prioritization or resolution to the BTS Operations Center Manager.
- g. Provide physical access for BTS employees to JWB 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 JWB 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

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 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.

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 the event that 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: *If link is broken please contact BTS BRM or Operations Center for most current link.

<https://pinellas.gov/personnel-rules-policies-procedures-guidelines/>

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 location.

*If link is broken please contact BTS BRM or Operations Center for most current link.

[https://pinellasgov.sharepoint.com/sites/CF-SecurityPanel/Documents and Policies/Pinellas County Security Policy.pdf](https://pinellasgov.sharepoint.com/sites/CF-SecurityPanel/Documents_and_Policies/PinellasCountySecurityPolicy.pdf)

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 (Change Advisory Board 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 JWB's Board meetings, and meetings between JWB 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.

The SLA will be reviewed on an annual basis. JWB 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.

**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.*

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
Administrative Support Specialist 1	C19	\$ 20.07	\$ 25.83	\$ 31.60
Accountant 2	C27	\$ 28.11	\$ 36.53	\$ 44.96
Operations Center Specialist 1	E17	\$ 26.90	\$ 34.96	\$ 43.02
Endpoint Specialist	E18	\$ 28.11	\$ 36.53	\$ 44.96
Network/Telecomm Field Technician	E18	\$ 28.11	\$ 36.53	\$ 44.96
Operations Center Specialist 2	E18	\$ 28.11	\$ 36.53	\$ 44.96
QA Associate	E18	\$ 28.11	\$ 36.53	\$ 44.96
Executive Assistant 3	E19	\$ 29.37	\$ 38.18	\$ 46.99
Management Analyst	E19	\$ 29.37	\$ 38.18	\$ 46.99
EndpointAnalyst	E20	\$ 30.69	\$ 39.90	\$ 49.10
Network/Telecomm Administrator	E20	\$ 30.69	\$ 39.90	\$ 49.10
QA Analyst	E20	\$ 30.69	\$ 39.90	\$ 49.10
QA Analyst, Sr.	E20	\$ 30.69	\$ 39.90	\$ 49.10
System Administrator	E20	\$ 30.69	\$ 39.90	\$ 49.10
Application Analyst	E22	\$ 33.52	\$ 43.57	\$ 53.62
Management Analyst, Sr.	E22	\$ 33.52	\$ 43.57	\$ 53.62
Network/Telecomm Analyst	E22	\$ 33.52	\$ 43.57	\$ 53.62
Security Analyst	E22	\$ 33.52	\$ 43.57	\$ 53.62
System Analyst	E22	\$ 33.52	\$ 43.57	\$ 53.62
Application Analyst, Sr.	E24	\$ 36.61	\$ 47.59	\$ 58.57
Application Developer	E24	\$ 36.61	\$ 47.59	\$ 58.57
Business Intelligence Analyst	E24	\$ 36.61	\$ 47.59	\$ 58.57
Database Administrator	E24	\$ 36.61	\$ 47.59	\$ 58.57
Network/Telecomm Engineer	E24	\$ 36.61	\$ 47.59	\$ 58.57
Program Coordinator, BTS	E24	\$ 36.61	\$ 47.59	\$ 58.57
Security Analyst, Sr.	E24	\$ 36.61	\$ 47.59	\$ 58.57
Application Developer, Sr.	E26	\$ 39.99	\$ 51.97	\$ 63.96
Business Intelligence Developer	E26	\$ 39.99	\$ 51.97	\$ 63.96
Database Developer	E26	\$ 39.99	\$ 51.97	\$ 63.96
Program Manager, BTS	E26	\$ 39.99	\$ 51.97	\$ 63.96
BTS Team Leader	E27	\$ 41.77	\$ 54.30	\$ 66.82
Solutions Architect	E27	\$ 41.77	\$ 54.30	\$ 66.82
Enterprise Architect	E28	\$ 43.65	\$ 56.75	\$ 69.84
Manager, Information Technology	E29	\$ 45.62	\$ 59.30	\$ 72.98
Senior Manager, Information	E31	\$ 49.82	\$ 64.76	\$ 79.71
BTS Chief Technology Officer	E32	\$ 52.07	\$ 67.68	\$ 83.29
Director 2	E32	\$ 52.07	\$ 67.68	\$ 83.29
Chief Information Officer, BTS	E40	\$ 74.05	\$ 96.25	\$ 118.46