

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this 1st day of July, 2008, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the PINELLAS COUNTY CLERK OF THE CIRCUIT COURT, PINELLAS COUNTY PROPERTY APPRAISER, PINELLAS COUNTY SHERIFF, PINELLAS COUNTY SUPERVISOR OF ELECTIONS, PINELLAS COUNTY TAX COLLECTOR, THE CHIEF JUDGE OF THE SIXTH JUDICIAL CIRCUIT, THE PUBLIC DEFENDER OF THE SIXTH JUDICIAL CIRCUIT and THE STATE ATTORNEY OF THE SIXTH JUDICIAL CIRCUIT, hereinafter collectively referred to as the "Constitutional Officers."

WITNESSETH:

WHEREAS, the parties have the common interest and power to provide the personnel, processes and technologies for information systems necessary to accomplish their public duties; and

WHEREAS, the Pinellas County Business Technology Services Department provides business information services to a variety of customers, and has committed to ensuring the total success of its customers through the provision of experienced professionals, innovative business solutions, and core enterprise technologies that meet its customers' critical business drivers; and

WHEREAS, establishing an independent board composed of County representatives and the Constitutional Officers to provide for the review of, and set policy for, common technology issues and expenditures as provided herein will facilitate the economic and effective provision of business technology services and support to the operations of the County and Constitutional Officers; and

WHEREAS, the parties hereto desire to establish the Business Technology Services Board by Interlocal Agreement and to continue the previous governance model in place for the provision of business technology services as provided herein; and

WHEREAS, this Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which permits the joint exercise by two or more public agencies of any power common to them by interlocal agreement.

1. DEFINITIONAL SECTION.

(a) "Constitutional Officers" shall mean the Chief Judge of the Sixth Judicial Circuit, Public Defender of the Sixth Judicial Circuit, State Attorney of the Sixth Judicial Circuit, Pinellas County Clerk of the Circuit Court, Pinellas County Property Appraiser, Pinellas County Sheriff, Pinellas County Supervisor of Elections and Pinellas County Tax Collector.

(b) "Board" shall mean the Pinellas County Business Technology Services Board.

(c) "County" shall mean Pinellas County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners.

(d) "Department" shall mean the Pinellas County Business Technology Services Department.

(e) "Director" shall mean the Pinellas County Business Technology Services Department Director.

(f) "TSC" shall mean the Technology Steering Cooperative Committee appointed by the Board as provided herein.

2. PINELLAS COUNTY BUSINESS TECHNOLOGY SERVICES BOARD. The parties hereto mutually agree to the establishment of the Pinellas County Business

Technology Services Board as a separate administrative entity with all powers and duties as authorized in Section 163.01, Florida Statutes, and as provided herein.

(a) **Membership.** The Board shall consist of the following eleven (11) members: Two (2) County Commissioners appointed by the Pinellas County Board of County Commissioners, the County Administrator, and the Constitutional Officers.

(b) **Designation of Voting Members.** Any member of the Board may designate a proxy for any one meeting per calendar year who shall have the authority to cast that Member's vote.

(c) **Term.** Members of the Board shall serve a term of office until such time as a replacement is made by the appropriate appointing body.

(d) **Meetings.** The Board shall meet at least once quarterly to conduct the business of the Board, unless notified that there is no business to conduct as determined by the Chair. The Board may also meet as necessary upon request of any of its members or the Director of the Department as long as legal requirements for public notice are satisfied. A quorum of the Board shall consist of six (6) members, and all official action shall be taken by a vote of the majority of the quorum present.

(e) **Officers.** The Board shall elect each calendar year a chair and a vice chair from its membership.

(f) **Duties.** The Board shall have the following authority, duties, and responsibilities:

(1) To approve an annual budget for the Department for submission to the County, which shall include estimated revenues and expenditures to be budgeted by the Parties to the agreement, elected officials, dependent agencies and other users of the Department's services and equipment as determined by the Board.

(2) To appoint, discipline or terminate the Director of the Department, which shall require a minimum of six (6) affirmative votes of the membership.

(3) To review and consider for adoption technology policies, procedures and standards proposed by the TSC, Security Panel, or other Boards or Committees of the Board, and to consider any other recommendations for action proposed by the TSC, Security Panel, or other parties impacted by the actions of the Board.

(4) To require the users and those entrusted with the support of the County's information systems to abide by the technology policies, procedures and standards adopted by the Board, including the Security Policy and Security Program, unless adequate justification is presented to and approved by the Board and/or as otherwise provided herein.

(5) To adopt policy for the Department which pertains to the provision of equipment and services, taking into consideration the advice and recommendations of the Business Technology Services Department Director, the TSC, the Security Panel and other boards or committees as authorized herein.

(6) To provide the Department with a copy of all Requests for Proposals and/or the technical specifications of any leased, procured, in-house developed or third-party developed technology for any new products and services including software and/or hardware which may need to be supported, maintained or interfaced by the Department.

(7) To enter into contracts, memoranda of understanding, and other agreements as may be necessary and advisable to implement the provisions of this Agreement as more specifically authorized herein.

(8) To establish and appoint the representatives of the TSC, Security Panel and other such boards or committees as may be authorized by agreement with and/or approval of the Board.

(9) To perform any other acts necessary to insure the effective operation of the Department.

3. DIRECTOR OF BUSINESS TECHNOLOGY SERVICES. The Department Director shall be appointed by an affirmative vote of at least six (6) members of the Board, and shall be an employee of the Pinellas County Unified Personnel System ("UPS"). The Director shall serve at the pleasure of the Business Technology Services Board, in accordance with applicable rules and policies of the UPS.

(a) Duties. The Director shall have the following authority and responsibilities as they relate to the Department's responsibilities:

(1) To be the Appointing Authority as defined by the UPS for all Department personnel.

(2) To manage and operate the Department in accordance with the policies, procedures, standards and directions established by the Board and within the approved budget.

(3) To prepare and submit to the Board projected utilization of resources during the fiscal year, including personnel, hardware and software utilization, as well as the continuation of current business services, and a proposed budget for the implementation of business technology services.

(4) To keep the Board regularly advised regarding resource consumption, progress on major tasks, financial status, and overall service levels.

(5) To work with Board-established committees to develop a set of policies, procedures and standards governing the design, development and utilization of resources whether prepared by the Department, a vendor, or other agencies and users.

(6) To work with the Board-established committees to develop operational policies, procedures and standards, rules and regulations governing utilization of the County's business technology services and resources.

(7) To coordinate with the Clerk's Finance Division and the County Administrator's Office of Management and Budget the implementation of a cost allocation process for determining budgeted charges for the parties to this agreement and other users of the Department's business technology services.

4. **FUNDING.** It is mutually agreed that the parties and other users shall annually budget for their allocated share of the cost of the technology business services provided by the Department during the term of this Agreement and that any funds budgeted for any fiscal year for these payments by the parties to the Department and users for the provision of business technology services shall be used for that purpose only.

5. **BOARD CONTRACTS.** The Board may enter into a contract with any member, user or other party for specific services as provided herein. Provision may be included in the contract that all user hardware and software interfacing with the technologies, equipment, processes and communications networks managed by the Board shall be compatible with the technology policies, procedures and standards set by the Board. Each user shall be required to comply with policies, procedures and standards established by the Board, except as otherwise provided in the contract.

6. **COMMITTEES/BOARDS.**

(a) . The Technology Steering Cooperative shall be a standing committee of the Board. The TSC shall be comprised of ten (10) members, with eight (8) members

appointed by and representing each Constitutional Officer, one (1) member appointed by and representing the County, and one (1) member appointed by and representing the Department. The TSC shall investigate, review and formulate County-wide technology solutions and report the results of its conclusions to the Board, provide technical advise to the Board on matters relating to the development, implementation, integration; and operation of business technology systems, and perform such other duties and responsibilities as may be assigned by the Board. The TSC shall collaborate on technology initiatives that serve the citizens of Pinellas County, to identify and leverage opportunities to expand service offerings, optimize operational efficiencies, and maximize collective technology investments. The TSC shall adopt rules relating to its operations and meetings, which shall be subject to the approval of the Board.

(b) The Security Panel shall be a standing Committee of the Board. The Security Panel shall be comprised of nine (9) members, with eight (8) members appointed by and representing the Constitutional Officers, and one (1) member appointed by and representing the County. The purpose of the Security Panel is to protect the business technology assets of Pinellas County. The Security Panel shall create, develop and monitor the Security Policy, which shall be approved by the Board; resolve disputes of policy violations, and bring those unresolved disputes to the Board for resolution; and implement the Security Program in conjunction with the Information Security Officer designated by the Director. The Security Panel shall adopt rules relating to its operations and meetings, which shall be subject to the approval of the Board.

(c) The Board may establish such other permanent or ad hoc committees and boards as it deems advisable, by resolution, agreement, or other official action of the

Board, which shall have such duties and responsibilities as may be determined by the Board.

7. **EMPLOYEE STATUS.** All Department personnel shall continue to be subject to the rules and regulations of the Pinellas County Unified Personnel System.

8. **RECORDS.** The Director shall coordinate with the Clerk's Finance Division and the County Administrator's Office of Management and Budget to insure reasonable itemized work or job records reflecting the costs of all services performed, and all items of expense incident to the performance of services, and other such records as required by law, are maintained. The Clerk of the Circuit Court shall serve as the official reporter of all regular or special meetings of the Board and shall be the official custodian of its records and provide for the recording, transcription, and distribution of official minutes of all Board proceedings. All of the above records shall be available for inspection as required by law.

9. **LEGAL ADVICE.** The County Attorney or a representative shall provide legal advice to the Board.

10. **AMENDMENT.** This Agreement may be amended in writing by consent of all the parties hereto and shall become effective in the same manner as provided in paragraph 11 below.

11. **TERM OF AGREEMENT/TERMINATION OF PRIOR INTERLOCALS/TERMINATION.** This Agreement shall become effective after execution by all parties hereto and the filing of the Agreement with the Clerk of the Circuit Court, Pinellas County, Florida and shall continue in full force and effect until terminated as provided herein. Upon said filing, all previous interlocal agreements regarding the subject matter contained herein shall be deemed terminated and of no further force and effect, including the Interlocal Agreement dated January 21, 2005. This Agreement shall

terminate if a majority of the membership withdraws from the participation as provided in Section 12 or by mutual written agreement of the parties hereto.

12. **WITHDRAWAL.** Any party hereto may terminate its participation in this agreement by notifying the other parties in writing by July 1st of any calendar year of its intention to withdraw from the Agreement at the end of the then current fiscal year.

13. **GOVERNING LAW.** The Agreement shall be governed by the laws of Florida.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereto.

ATTEST:
KEN BURKE, Clerk of Court

By: 
Deputy Clerk

Date: July 1, 2008

PINELLAS COUNTY, FLORIDA,
By its Board of County Commissioners


Chairman

Date: July 1, 2008

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: 
Managing Assistant County Attorney

KEN BURKE,
Pinellas County Clerk of the Circuit Court



Date: 5/27/28

JIM SMITH,
Pinellas County Property Appraiser

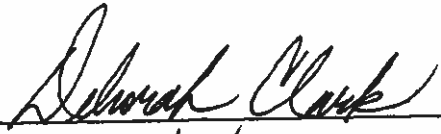
Date: _____

A large, stylized handwritten signature in black ink is written over two horizontal lines. The signature is cursive and appears to be 'Jim Smith'.

JIM COATS
Pinellas County Sheriff

Jim Coats
Date: 05-09-08

DEBORAH B. CLARK
Pinellas County Supervisor of Elections



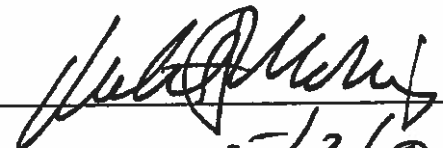
Date: 05/01/08

DIANE NELSON
Pinellas County Tax Collector

Diane Nelson

Date: 5/1/08

ROBERT J. MORRIS, JR.
Chief Judge, Sixth Judicial Circuit


Date: 5/2/08

BERNIE McCABE
State Attorney of the Sixth Judicial Circuit

Bernie McCabe
Date: 5/2/08

BOB DILLINGER
Public Defender of the Sixth Judicial Circuit



Date: 5/7/08

H:\USERS\ATYKB03\WPDOCS\DR\2008\AGREEMENTS\Interlocal Agreement IT 03-10-08 redline.doc