
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Intergovernmental Work Agreement between Seminole County and University of Central Florida

DEPARTMENT: Business Innovation
Technology Services

DIVISION: Business Development

AUTHORIZED BY: Robert Beach

CONTACT: Jackson Heinzelman

EXT: 7393

MOTION/RECOMMENDATION:

[Continued From 8/14/2007] Approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement between Seminole County and the University of Central Florida (UCF) for an amount not to exceed \$474,927.

County-wide

Jackson Heinzelman

BACKGROUND:

Included within the FY 06/07 budget is a continuation of the partnership between the County and UCF for development of the SCI.Net program. The partnership provides Seminole County at non-market rates access to students being trained in the latest computer programming and the expertise of the faculty of the University. These resources work with and augment the Business and Application Development team created as part of the re-organization.

By way of background, the original partnership with UCF intended to focus on completion of all of the Planning and Development Department's business processes as a pilot for the rest of the County. The work completed thus far includes:

- Constructing the hardware infrastructure and backbone for the countywide system. With this .Net framework, the County's first development, testing and production environment is in place to integrate web services and business process countywide as they are reviewed. With completion of the countywide framework, other Departments business will essentially be integrated in as interchangeable business modules
- Business process and literature review and documentation for Planning and Development
- Countywide Agenda System development, training and deployment
- Technical Evaluation / System Specification and Build Plan for Development
- Building Division System Development substantially completed, (~80%)
- Countywide landfill project substantially completed, (70%)
- On-line bill pay substantially completed

Associated with substantial reorganization and to accelerate the development of a countywide

integrated agenda package, staff resources were shifted. With the development and deployment of the countywide agenda (Version 1.0) now completed, the system development for Planning and Development has resumed.

In addition to completion of Planning and Development, this Agreement provides a continuation of implementation of business process improvements to other areas which were also under development. These business processes which have significant customer impact include, MSBU, Solid Waste, Addressing, Customer Relationship Management and Agenda V2.0.

For the Board's information, the partnership with UCF anticipated transitioning of development and maintenance of the system over to county staff sooner than what has been feasible. With the acceleration of the program to a countywide scale, the partnership is contemplated to continue for the coming two fiscal years at which time internal staff resources will be in place to absorb the operations. The UCF partnership will continue on a more limited back basis focused on special expertise.

Adequate funds are available for this project in current FY06/07 budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement between Seminole County and the University of Central Florida (UCF) for the amount of \$474,927.

ATTACHMENTS:

1. Agreement
2. Agreement as changed at BCC Meeting

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**INTERGOVERNMENTAL WORK AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE
UNIVERSITY OF CENTRAL FLORIDA**

THIS AGREEMENT is effective as of the _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees, a university existing and operating under the laws of the State of Florida, whose place of business is 12201 Research Parkway, Suite 501, Orlando, Florida 32826, hereinafter referred to as "UCF."

W I T N E S S E T H:

WHEREAS, UCF has analyzed COUNTY's computer software programs and systems; and



WHEREAS, UCF has made certain recommendations regarding COUNTY's existing computer software programs and systems and associated databases; and

WHEREAS, COUNTY desires to retain UCF to perform certain services regarding the recommendations made by UCF; and

WHEREAS, UCF has submitted a price proposal for the required services, detailed the required tasks, and established a schedule for performance; and

WHEREAS, COUNTY has budgeted monies for the performance of those services, including the deliverables associated with those services.

NOW, THEREFORE, in consideration of the mutual promises,

covenants, and the good and valuable monetary consideration, all hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. SCOPE OF SERVICES. Subject to the terms of this agreement, COUNTY agrees to purchase from UCF, and UCF agrees to provide COUNTY, the services described in Exhibit A attached hereto and incorporated herein by this reference (the "Services").

SECTION 3. TERM. This Agreement shall be effective from the date it is executed by the parties and shall remain effective until December 31, 2009.

SECTION 4. COST OF THE SERVICES. COUNTY hereby agrees to pay UCF a sum not to exceed FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY SEVEN AND NO/100 DOLLARS (\$474,927.00) for the services described in Exhibit A. UCF shall be compensated at the rates as shown in Exhibit B, attached hereto.

SECTION 5. BILLING AND PAYMENT.

(a) UCF shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) UCF's name and address;

(2) A complete and accurate record of services performed by UCF for all services performed by UCF during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

(4) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

An additional copy shall be sent to:

Director, Business Innovation and Technology Services
1101 East First Street
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 6. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

(a) All analysis, reference data, survey data, plans, reports, software, or any other form of written instrument, document, software, or any intellectual property that may result from UCF's services or have been created during the course of UCF's performance under this Agreement shall become the sole property of COUNTY after final payment is made to UCF.

(b) At the completion of this Agreement, UCF and COUNTY may jointly publish a paper/report on the services rendered pursuant to this

Agreement, provided that no source code is revealed or released. Each party shall have the right to review all materials prior to publication and to object to such publication in writing to the other party. In the event written objection is made, the parties shall negotiate in good faith an acceptable revision of the proposed publication.

SECTION 7. FORCE MAJEURE. In the event any party hereto is prevented from performing this Agreement in a timely manner due to hurricane, flood, tornado, civil disorder, act of God, or other force majeure, then said party shall not be in default hereunder if it provides prompt notice to the other party; provided, however, that performance shall recommence upon the cessation of such event and its effects that caused the inability to perform.

SECTION 8. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 9. PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the parties shall retain and allow public access to all documents, papers, letters and other materials which have been made or received in conjunction with this Agreement and the Services, except for records disposed of in compliance with Section 119.041, Florida Statutes. If either party asserts an exemption from disclosure of the contents of any record, that exemption shall not be binding on the other party unless it receives adequate notice of such exemption from the asserting party.

SECTION 10. RECORDS AND AUDITS.

(a) UCF shall maintain at its Office of Research & Commercialization, 12201 Research Parkway, Suite 501, Orlando, Florida 32826, or at the Finance and Accounting Office, 12424 Research Parkway Suite 300, Orlando, Florida 32826, all non-exempt books, documents, papers, and other evidence related to the Services or this Agreement, unless UCF gives notice of the actual location of another site under UCF's control where such records may be accessed by the public. As used herein, "non-exempt" means that the record is not exempt from public disclosure under the public records laws of the State of Florida. All of UCF's records related to this Agreement, exempt or non-exempt, shall be maintained until five (5) years after the last to occur of the following events: completion of an audit by COUNTY's auditor, termination of the Agreement, and resolution of any claim or litigation. UCF will provide proper facilities for inspection and copying of such records.

(b) Within the five (5) year record retention period, COUNTY or its duly authorized representative shall have access to audit, examine, and copy any of UCF's exempt or non-exempt books, documents, papers, and records related to this Agreement. UCF agrees that payments made under this Agreement shall be subject to refund for any amounts overcharged as shown by a later audit.

SECTION 11. NOTICES

(a) Whenever either party desires to give notice unto the other, such notice will be sufficient only if sent in writing, with an

original signature of the party's authorized officer or employee to:

For COUNTY:

Colleen Rotella, Director
Business Innovations & Technology Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For UCF:

Kim Smith, Contract Administrator
Office of Research & Commercialization
University of Central Florida
12201 Research Parkway, Suite 501
Orlando, Florida 32826

(b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt, or, if evidenced by a receipt of the third-party carrier or post office, the day of dispatch.



(c) UCF shall deliver invoices and the deliverables to be provided as described in Exhibit "A" only to the foregoing person and address shown for COUNTY or to such other addressee as COUNTY may by notice designate for this purpose from time to time.

SECTION 12. TERMINATION.

(a) COUNTY may, by written notice to UCF, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of UCF to fulfill UCF's Agreement obligations. Upon receipt of such notice, UCF shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, software, and such other information and materials as may have been accumulated by UCF in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, UCF shall be paid compensation for services performed to the date of termination. UCF shall be paid no more than a percentage of the fee equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of UCF to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, UCF shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. UCF shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of UCF. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of UCF.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that UCF had not so failed, the termination shall be deemed to have been effected for the convenience of

COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 13. INDEMNITY AND INSURANCE

(a) Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, defend, and hold harmless the other and the other party's officers, employees, and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Agreement by reason of any act or omission of the responsible party or its own officers, agents, subcontractors or employees, in the provision of Services related to this Agreement.

(c) Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY or UCF beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) UCF shall provide any necessary workers compensation coverage

and unemployment compensation for its employees, students, and other agents.

SECTION 14. CONFLICT OF INTEREST

(a) UCF agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) UCF hereby certifies that to the best of its knowledge no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of UCF to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.



(c) Pursuant to Section 216.347, Florida Statutes, UCF hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or other state or federal agency.

SECTION 15. EQUAL OPPORTUNITY EMPLOYMENT

a) UCF agrees that it will not discriminate against any contractor, employee, or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age, or national origin, and UCF will ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be

limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) UCF agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 17. EMPLOYEE STATUS

(a) Persons employed or retained by UCF in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) UCF assumes total responsibility for salaries, employment benefits, contractual rights, benefits, contract payments, and federal, state, and local employment taxes, if any, attributable to UCF personnel or employees.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any of the activities to be carried out by UCF, UCF will be acting independently, in the capacity of an independent entity and not as a joint venturer, partner, associate, employee, agent, or representative of COUNTY.

SECTION 18. NO THIRD PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 19. CONTINGENT FEES OR CONFLICTING EMPLOYMENT. UCF covenants that it has employed and retained only bona fide employees working for UCF to solicit or secure this Agreement. COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for UCF, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. COUNTY shall not be responsible for commissions or other consideration claimed by any third party.

SECTION 20. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any legal action in connection herewith, whether sounding in contract or tort, shall lie only in the Circuit Court of the

Eighteenth Judicial Circuit in and for Seminole County, Florida.

SECTION 21. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and UCF, have contributed substantially and materially to the preparation hereof.

SECTION 22. AUTHORITY OF SIGNATORY. The undersigned person signing for UCF represents that (s)he, as a corporate officer or contracting officer, has all legal authority necessary to make this Agreement on behalf of and binding upon UCF.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

SECTION 24. SEVERABILITY. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, the parties intend the remainder to be effective.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first shown.

WITNESSES:

UNIVERSITY OF CENTRAL FLORIDA

Signature

Signature

Printed Name

Title:

Date:

Signature

Printed Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



By: _____

CARLTON HENLEY, Chairman

MARYANNE MORSE

Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Statement of Work
- Exhibit B - Rate Schedule

AEC:jjr
5/25/07; 8/21/07
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EXHIBIT A - STATEMENT OF WORK

Statement of Work (SOW) for 16 27 8006 Duties

A number of priority items were developed during the contract period of the 16 27 8006 which had a direct impact on the SCI.Net project. This work was necessary due to the high level of interdependencies in the government processes. The items of this SOW were;

1. Deployment of the Agenda Application v1.0
2. Collection of the full MSBU Specifications and the determination of the MSBU interdependencies
3. Collection of the full Solid Waste Specifications and Land File interdependencies
4. Development of E-permit Building application process beta version.

It was necessary to bring all these projects to a level of completion to be able to perform much of the required work on the SCI.Net SOW. Additional items that are in progress and included in the SOW of this project are;

1. Completion and Deployment of the Building Application v1.0
2. Completion and Deployment of the MSBU Application v1.0
3. Development and Deployment of the Solid Waste Management System Phase I and Phase II:
 - a. Phase I:
 - i. Customer Service
 - ii. ECAP3
 - b. Phase II:
 - i. Administration
 - ii. Operation
4. Completion of any additional items required to Develop and Deploy the Land File Application
5. Development and Deployment of the Addressing Application v1.0
6. Deployment and Interfacing with the CRM v1.0
7. Development and Deployment of Agenda v2.0
8. Any other items that become necessary as decided by Seminole County:
 - a. E-payment System
 - b. Financial System Integration
 - c. Grant System
 - d. Software Development System
 - e. Project Management System

EXHIBIT B
RATES

Hourly Rates:

Karla Alvarado - \$22.00 per hour + benefits (\$6.50/hour)

Harish Ramakrishnan - \$26.82 per hour + benefits (\$7.28/hour)

Oscar Martinez - \$17.50 per hour

Ram Ramani - \$15.00 per hour

Alfonso Sarmiento - \$20.00 per hour

Sagar Shah - \$15.00 per hour

Abhijit Waukchaure - \$17.50 per hour

Ahmed Ashar - \$22.50 per hour

Brian Koksall - \$17.50 per hour

In addition, 26 percent shall be changed to each hourly rate to cover total overhead costs.

INTERGOVERNMENTAL WORK AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE
UNIVERSITY OF CENTRAL FLORIDA

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W I T N E S S E T H:

WHEREAS, UCF has analyzed COUNTY's computer software programs and systems; and



WHEREAS, UCF has made certain recommendations regarding COUNTY's existing computer software programs and systems and associated databases; and

WHEREAS, COUNTY desires to retain UCF to perform certain services regarding the recommendations made by UCF; and

WHEREAS, UCF has submitted a price proposal for the required services, detailed the required tasks, and established a schedule for performance; and

WHEREAS, COUNTY has budgeted monies for the performance of those services, including the deliverables associated with those services.

NOW, THEREFORE, in consideration of the mutual promises,

covenants, and the good and valuable monetary consideration, all hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. SCOPE OF SERVICES. Subject to the terms of this agreement, COUNTY agrees to purchase from UCF, and UCF agrees to provide COUNTY, the services described in Exhibit A attached hereto and incorporated herein by this reference (the "Services").

SECTION 3. TERM. This Agreement shall be effective from the date it is executed by the parties and shall remain effective until December 31, 2009.

SECTION 4. COST OF THE SERVICES. COUNTY hereby agrees to pay UCF a sum not to exceed EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) for the services described in Exhibit A. UCF shall be compensated at the rates as shown in Exhibit B, attached hereto.

SECTION 5. BILLING AND PAYMENT.

(a) UCF shall render to COUNTY at the close of each calendar month a properly dated and itemized invoice including, but not limited to, the following information:

- (1) UCF's name and address;
- (2) A complete and accurate record of services performed by UCF for all services performed by UCF during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

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An additional copy shall be sent to:

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1101 East First Street
Sanford, Florida 32771

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.



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(b) At the completion of this Agreement, UCF and COUNTY may jointly publish a paper/report on the services rendered pursuant to this Agreement, provided that no source code is revealed or released. Each party shall have the right to review all materials prior to publication and to object to such publication in writing to the other party. In the

event written objection is made, the parties shall negotiate in good faith an acceptable revision of the proposed publication.

SECTION 7. FORCE MAJEURE. In the event any party hereto is prevented from performing this Agreement in a timely manner due to hurricane, flood, tornado, civil disorder, act of God, or other force majeure, then said party shall not be in default hereunder if it provides prompt notice to the other party; provided, however, that performance shall recommence upon the cessation of such event and its effects that caused the inability to perform.

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SECTION 9. PUBLIC RECORDS. In accordance with Chapter 119, Florida Statutes, the parties shall retain and allow public access to all documents, papers, letters and other materials which have been made or received in conjunction with this Agreement and the Services, except for records disposed of in compliance with Section 119.041, Florida Statutes. If either party asserts an exemption from disclosure of the contents of any record, that exemption shall not be binding on the other party unless it receives adequate notice of such exemption from the asserting party.

SECTION 10. RECORDS AND AUDITS.

(a) UCF shall maintain at its Office of Research & Commercialization, 12201 Research Parkway, Suite 501, Orlando, Florida 32826, or at the Finance and Accounting Office, 12424 Research Parkway Suite 300, Orlando, Florida 32826, all non-exempt books, documents,

papers, and other evidence related to the Services or this Agreement, unless UCF gives notice of the actual location of another site under UCF's control where such records may be accessed by the public. As used herein, "non-exempt" means that the record is not exempt from public disclosure under the public records laws of the State of Florida. All of UCF's records related to this Agreement, exempt or non-exempt, shall be maintained until five (5) years after the last to occur of the following events: completion of an audit by COUNTY's auditor, termination of the Agreement, and resolution of any claim or litigation. UCF will provide proper facilities for inspection and copying of such records.

(b) Within the five (5) year record retention period, COUNTY or its duly authorized representative shall have access to audit, examine, and copy any of UCF's exempt or non-exempt books, documents, papers, and records related to this Agreement. UCF agrees that payments made under this Agreement shall be subject to refund for any amounts overcharged as shown by a later audit.

SECTION 11. NOTICES

(a) Whenever either party desires to give notice unto the other, such notice will be sufficient only if sent in writing, with an original signature of the party's authorized officer or employee to:

For COUNTY:

Colleen Rotella, Director
Business Innovations & Technology Services
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For UCF:

Kim Smith, Contract Administrator
Office of Research & Commercialization
University of Central Florida
12201 Research Parkway, Suite 501
Orlando, Florida 32826

(b) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices or invoices. All notices shall be effective upon receipt, or, if evidenced by a receipt of the third-party carrier or post office, the day of dispatch.

(c) UCF shall deliver invoices and the deliverables to be provided as described in Exhibit "A" only to the foregoing person and address shown for COUNTY or to such other addressee as COUNTY may by notice designate for this purpose from time to time.

SECTION 12. TERMINATION.



(a) COUNTY may, by written notice to UCF, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of UCF to fulfill UCF's Agreement obligations. Upon receipt of such notice, UCF shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, software, and such other information and materials as may have been accumulated by UCF in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, UCF shall be paid compensation for services performed to the date of

termination. UCF shall be paid no more than a percentage of the fee equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of UCF to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, UCF shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. UCF shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of UCF. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but,  in every case, the failure to perform must be beyond the control and without the fault or negligence of UCF.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that UCF had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 13. INDEMNITY AND INSURANCE

(a) Each party to the Agreement is responsible for all personal

injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees, and agents.

(b) To the extent allowed by law, each party to this Agreement shall indemnify, defend, and hold harmless the other and the other party's officers, employees, and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims for property damage and claims for injury to or death of persons brought or recovered against the other party to this Agreement by reason of any act or omission of the responsible party or its own officers, agents, subcontractors or employees, in the provision of Services related to this Agreement.

(c) Nothing contained herein shall be construed or interpreted as denying to any party any remedy  or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of COUNTY or UCF beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) UCF shall provide any necessary workers compensation coverage and unemployment compensation for its employees, students, and other agents.

SECTION 14. CONFLICT OF INTEREST

(a) UCF agrees that it will not knowingly engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter

112, Florida Statutes, relating to ethics in government.

(b) UCF hereby certifies that to the best of its knowledge no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312, Florida Statutes) either directly or indirectly, in the business of UCF to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, UCF hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or other state or federal agency.

SECTION 15. EQUAL OPPORTUNITY EMPLOYMENT

a) UCF agrees that it will not discriminate against any contractor, employee, or applicant  for employment or work under this Agreement because or on account of race, color, religion, sex, age, or national origin, and UCF will ensure that applicants and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) UCF agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 16. COMPLIANCE WITH LAWS AND REGULATIONS. In performing

under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereinafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 17. EMPLOYEE STATUS

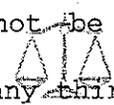
(a) Persons employed or retained by UCF in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

(b) UCF assumes total responsibility for salaries, employment benefits, contractual rights, benefits, contract payments, and federal, state, and local employment taxes, if any, attributable to UCF personnel or employees.

(c) In performing this Agreement, planning, development, constructing, equipping, and operating the project or carrying out any of the activities to be carried out by UCF, UCF will be acting independently, in the capacity of an independent entity and not as a joint venturer, partner, associate, employee, agent, or representative of COUNTY.

SECTION 18. NO THIRD PARTY BENEFICIARIES. This Agreement is made

for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 19. CONTINGENT FEES OR CONFLICTING EMPLOYMENT. UCF covenants that it has employed and retained only bona fide employees working for UCF to solicit or secure this Agreement. COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for UCF, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this Agreement. COUNTY shall not be responsible for commissions or other consideration claimed by any  third party.

SECTION 20. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any legal action in connection herewith, whether sounding in contract or tort, shall lie only in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida.

SECTION 21. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, COUNTY and UCF, have contributed substantially and materially to the preparation hereof.

SECTION 22. AUTHORITY OF SIGNATORY. The undersigned person signing for UCF represents that (s)he, as a corporate officer or contracting officer, has all legal authority necessary to make this Agreement on behalf of and binding upon UCF.

SECTION 23. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

SECTION 24. SEVERABILITY. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable, the parties intend the remainder to be effective.

(End of Agreement - Signature Page Follows)



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first shown.

WITNESSES:

UNIVERSITY OF CENTRAL FLORIDA

Signature

Signature

Printed Name

Title:

Date:

Signature

Printed Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2007
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Statement of Work
- Exhibit B - Rate Schedule

AEC:jjr:sjs:jjr
5/25/07; 8/21/07; 8/24/07; 8/27/07; 8/28/07
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EXHIBIT A - STATEMENT OF WORK

Statement of Work (SOW) for 16 27 8006 Duties

A number of priority items were developed during the contract period of the 16 27 8006 which had a direct impact on the SCI.Net project. This work was necessary due to the high level of interdependencies in the government processes. The items of this SOW were;

1. Deployment of the Agenda Application v1.0
2. Collection of the full MSBU Specifications and the determination of the MSBU interdependencies
3. Collection of the full Solid Waste Specifications and Land File interdependencies
4. Development of E-permit Building application process beta version.

It was necessary to bring all these projects to a level of completion to be able to perform much of the required work on the SCI.Net SOW. Additional items that are in progress and included in the SOW of this project are;

1. Continued development of the Building Application v1.0
2. Continued development of the MSBU Application v1.0
3. Development of the Solid Waste Management System Phase I and Phase II:
 - a. Phase I:
 - i. Customer Service
 - ii. ECAP3
 - b. Phase II:
 - i. Administration
 - ii. Operation
4. Continuation of any additional items required to Develop and Deploy the Land File Application
5. Any other items that become necessary as decided by Seminole County:
 - a. E-payment System
 - b. Financial System Integration
 - c. Grant System
 - d. Software Development System
 - e. Project Management System

EXHIBIT B
RATES

Hourly Rates:

Between \$15.00 and \$24.00 per hour

In addition, 26 percent shall be charged to each hourly rate to cover total overhead costs.

