

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Integrated Government Services Agreement--University of Central Florida

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Craig Shadrix **EXT.** 7397

Agenda Date 06/24/2003 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement with the University of Central Florida to complete phases one and two of the Integrated Government Services System.

BACKGROUND:

On May 13, 2003, the Board authorized staff to proceed forward with creation of an agreement with the University of Central Florida to create the Planning and Development Integrated Government Services System. This project will be a collaborative partnership that will benefit multiple departments at Seminole County and will involve the Property Appraiser, the East Central Florida Regional Planning Council, and two colleges at the University; the College of Engineering and Computer Science, and the College of Health and Public Affairs. The result of phases one and two will be an audit of County systems, a comprehensive assessment of customer services, and a redesign of Planning and Development work flow and business processes to be faster and more efficient.

Funding for phases one and two is available within existing account lines.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Chairman to execute the attached agreement with the University of Central Florida

Attachments: Intergovernmental Work Agreement with UCF

Reviewed by: _____
Co Atty: SR
DFS: _____
Other: _____
DCM: MS
CM: VB

File No. -cpdc05

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

THIS INTERGOVERNMENTAL WORK AGREEMENT is effective as of the ____ day of _____, 2003, 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 the "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 12443 Research Parkway, Suite 207, Orlando, Florida 32826-3252 hereinafter referred to as "UCF."

WITNESSETH:

WHEREAS, the COUNTY has a need for the analysis and development of software tools to support government processes; and

WHEREAS, UCF, by its Office of Research, has proposed and demonstrated to the COUNTY that UCF can fully and adequately provide the analysis and developmental services and other research support consistent with the terms of this Agreement; and

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

WHEREAS, the COUNTY has budgeted \$150,000.00 for the performance of Phases I and II of those services, including the deliverables associated with those phases; and

WHEREAS, performance of the remaining phases of the project will require additional funding in a new budget year.

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,

the COUNTY agrees to purchase from UCF, and UCF agrees to provide to the COUNTY, the services described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Services"). Unless amended by a subsequent written agreement, the COUNTY shall only be obligated to pay for and UCF shall only be obligated to perform Phase I--Documentation of Business Processes and Phase II--Technical Evaluation of the Services.

SECTION 3. TERM Unless terminated earlier, this Agreement shall remain in effect until completion of Phase I and Phase II of the Services.

SECTION 4. TOTAL COST OF THE SERVICES The parties agree that the total cost of the Services is FOUR HUNDRED SIXTY SEVEN THOUSAND THREE HUNDRED FOUR AND NO/100 DOLLARS (\$467,304.00) allocated among the various phases of the project as shown Exhibit "A". This agreement authorizes performance of Phases I and II at a total cost of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

SECTION 5. REPORTS AND BILLINGS UCF shall provide the COUNTY with the deliverables specified in Phases I and II of Exhibit "A". Beginning three (3) months after the execution of this Agreement and each quarter thereafter UCF shall deliver one fourth (1/4) of the deliverables for Phases I and II. Billing shall be on a quarterly basis and shall reflect the percentage of completion of the applicable phase.

SECTION 6. 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 7. ASSIGNMENT This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 8. 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 9. RECORDS AND AUDITS

UCF shall maintain at its Office of Research, 12443 Research Parkway, Suite 207, 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 for at least five (5) years after the last to occur of the following events: completion of an audit by the COUNTY's auditor; or termination of the Agreement, or resolution of any claim or litigation. UCF will provide proper facilities for inspection and copying of such records. The 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 10. 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:

J. Kevin Grace, County Manager
Seminole County Services Building 1101 East First Street
Sanford, Florida 32771

And a copy to:

Craig Shadrix
Seminole County
Seminole County Services Building 1101 East First Street
Sanford, Florida 32773-7424

For UCF:

Kim Smith
Contract Administrator, Office of Research
University of Central Florida

12443 Research Parkway, Suite 207
Orlando, Florida 32826-3252

(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, deliverables to be provided as in Exhibit "A" only to the foregoing person and address shown for Seminole County or to such other addressee as the COUNTY may by notice designate for this purpose from time to time.

SECTION 11. 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 officers, employees and agents thereof.

(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 officer's, 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 the 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 12. 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 the 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 the 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 the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or other State or federal agency.

SECTION 13. 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 will insure 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 14. 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 15. 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 the COUNTY's officers and employees either by operation of law or by the COUNTY.

(b) UCF assumes total responsibility for salaries, employment benefits,

contractual rights

and 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 the COUNTY.

SECTION 16. 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 17. 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. The 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. The COUNTY shall not be responsible for commissions or other consideration claimed by any third party.

SECTION 18. 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 19. 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, the COUNTY and UCF, have contributed substantially and materially to the preparation hereof.

SECTION 20. 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 21. 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 22. 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.

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

WITNESSES:

UNIVERSITY OF CENTRAL FLORIDA

Name:

Name:

Title:

Date

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____

DARYL G. McLAIN, Chairman

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2003, regular meeting

County Attorney

Seminole County Integrated Services Planning STATEMENT OF WORK

I. Introduction

The e-government project has a basic goal of simplifying access to parcel based government services. A simplified viewpoint is that users will be able to access parcel information from an easy to use interface online. From a more complex view, users will be able to see instant status of permits, gather required permitting information (regulations), find out information about parcels, submit permits and perform other necessary information through a web interface. Other project goals are to create a system that is maintainable and built on open technology with minimal (or no) proprietary systems required.

II. Phases of Work

To accomplish the requirements of a project of this scope the work will be divided into phases. Each phase will produce information and systems that will lead into the next phase. Some phase operations will occur concurrently with other phases.

A. Phase I: Documentation of Business Processes (20% of Budget=\$93460)

Each of the processes for the collection of permits and information must be documented. All permits and documents that will be accessed through the system must have their "life cycle" documented. A document life cycle is a tracking of how each document is initiated, and each step that the document goes through until it is archived. Concurrent with this collection will be the development of an SCPDD vision for the 5, 10, and 20-year horizon. Customer survey, and research into best practices in other government agencies will be conducted to facilitate this effort. Expectations of the project and, analysis of workflow efficiency will develop.

a) Develop, review, and document with Seminole County, flow diagrams for the following processes (include sub processes):

- 1- Addressing
- 2- Development Review
- 3- Planning and Zoning
- 4- Community Development
- 5- Building/Fire
- 6 – Impact fees/Utility billing
- 7 – Cash Receipts
- 8 – Land file/Property appraisers office

b) Develop a set of recommendations and document common processes for **a.** Recommendations will include specific items pertaining simplification and consolidation of processes in **a.**

c) Research and develop a set of “Best Practice” processes for items in a.

- 1- Perform national literature investigation to determine these practices
- 2- Perform visits and interviews to gather information to supplement literature investigation
- 3- Develop and conduct a survey of Seminole County users

d) Create a set of recommendations based on c. to meet the goals of b.

e) Develop a set of software requirements (general) that will fulfill the items in b.

- 1- Requirement should contain all recommendations for improvement
- 2- Requirement should contain recommendations of feasibility based on current capability and receptiveness of Seminole County

f) Select and review ramifications of implementation of recommendations in e.

- 1- Develop a set of priority items based on this review
- 2- Develop cost of implementation of items selected in 1.

B. Phase II: Technical Evaluation (10% of Budget=\$46,730)

Phase II will occur concurrent with Phase I. Seminole County contains a large number of existing systems that must be either integrated with the final system or replaced by the final system. A detailed analysis of these systems must be performed. All stored information in these systems must be documented and a detailed data dictionary developed for the systems. The systems consist of document and permit management systems (AS400), document management and email systems, and image management systems. Also the existing GIS will be used as a key technology of the final developed system. Also planned in this phase will be a series workshop to determine final workflow processes to operate with the final system.

a) A detailed evaluation and documentation of supporting computer systems for county functions identified in Phase I(a) will be performed.

- 1- UCF will require full access to identified systems and access to support personnel for each system
- 2- UCF will require access to all system documentation available through Seminole County
- 3- UCF will document the role played by each computer system used in Phase I(a)
 - i) System flow diagrams will be developed as necessary
 - ii) Data dictionary documentation will be developed as necessary

b) Develop a set of general software and hardware requirements to meet the goals of Phase I(a).

- 1- Develop a set of software recommendations
- 2- Specify hardware requirements to implement each item in 1.
- 3- Develop a set of cost requirements for each item in 1.
- 4- Develop a set of maintenance guidelines with associated cost

c) Develop a set of recommendations for implementation based on item b.

- 1- Recommendations will have associated feasibility and cost
- 2- Recommendations will have associated input of implementation on associated processes in Phase I(a)

C. Phase III: System Specification and Build Plan (20% of Budget=\$93,460)

Dependent upon results of Phases I and II develop a detailed “build” plan and set of system specifications will be developed to encompass the information gathered in phases I and II. A final system timeline will be developed, and development assignments made in this phase. The final build will likely be in pieces, with integration of parts of the final system with the core technology occurring.

Deliverable: 1) Proposal of development effort and technical development plan

D. Phase IV: System Development (30% of Budget=\$141,191)

Dependent upon results of Phases I through III develop the core system and the sub-systems are integrated into the core system. During this phase the system will be developed and portions of the system will be brought into operation.

Deliverable 1) Operational prototype (beta) system with system documentation

E. Phase V: System Testing and Refinement (20% of Budget=\$93,460)

The final phase of the project will bring the entire system on-line and incorporate end user testing. Interface refinement will occur during this phase to ensure the overall usability of the final system.

Deliverable: 1) Final operational system with system documentation and user documentation.

G. General Quality Practice

During all phases of the project regular review will occur to ensure that the final system will meet the needs and requirements of the project. A series of checkpoints and measures will be developed early in the development process to ensure the quality and usability of the end system.

H. Systems Integration

It is recognized that systems and databases may be identified during the course of the development that will be included in the integration plan. The currently identified systems and databases include the following:

- HTE-AS400 Building Permit Module
- HTE-AS400 Land File Module
- HTE-AS400 Planning and Zoning Module
- HTE-AS400 Code Enforcement Module
- On-base Imaging Database
- MS Project 2000 Project Management Software
- Lotus Notes/Domino System
- Non-integrated document systems on various PC's

The existing ArcGIS system will be utilized. A current migration from ArcView, ArcSDE, and ArcIMS will be assisted to bring the entire system under the ArcGIS software.

UCF is aware of limitations, licensing limitations regarding all of the aforesaid systems and databases and will not cause the County to in any way violate the terms thereof.

I. Potential Stakeholder Concerns

System Openness – Extent to which the government web site provides comprehensive information and services

Customization – The ability to create user specific content and layout

Usability - The general ease of use of the system with regards to navigability and accessibility

Accountability – The ability to get a “real human” for assistance and questions

Transparency – Ability to trust and assess the legitimacy of content.

Functionality – Ability to perform desired tasks

One-stop shop – Ability to access all desired services through a single location.

Return – Savings in time and money to both government and external stakeholders based on the functionality of the system.

Specification of Deliverables

Phase I: Quarterly delivery of percent completion.

- 1- Documentation and review specified in Phase I(a)
- 2- Recommendations and guidelines developed in Phase I(b)
- 3- Documentation of “Best Practice” guidelines and full results of all surveys
- 4- Final recommendation set specified in Phase I(d)

Phase II: Quarterly delivery of percent completion.

- 1- Documentation and review specified in Phase I(a)
- 2- Recommendations and guidelines developed in Phase I(b)
- 3- Documentation of “Best Practice” guidelines and full results of all surveys
- 5- Final recommendation set specified in Phase I(d)

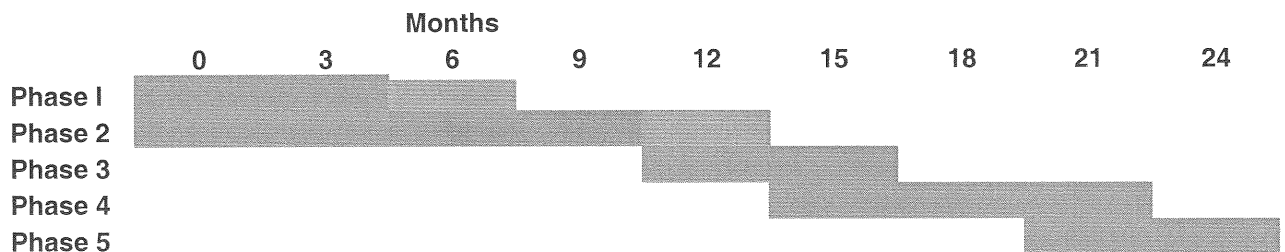
Timeline

- 3 months post contract: 50% of deliverable items Phase I items 1-4
- 6 months post contract: 100% of deliverable items Phase I items 1-4
- 9 months post contract: 50% of deliverable items Phase II items 1-4
- 12 months post contract: 100% of deliverable items Phase II items 1-4

Budget for deliverables phases I and II: \$150,000

- 15 months post contract 100% of deliverable items Phase III
- 18 months post contract 50% of deliverable items Phase IV
- 21 months post contract 100% of deliverable items Phase IV
- 24 months post contract 100% of deliverable items Phase V

Invoice upon delivery of each item percentage of phase amount.



BUDGET

The expected duration of the project is 2 years from project start. The proposed operational budget is proposed to ensure a successful and timely project.

A. Faculty Release (9 pp per release at 0.25 FTE)

Faculty	Releases	Release	Total
Dr. Mike Reynolds	6	6359	38,154
Dr. Ron Eaglin	6	7786	46,716
Dr. Tom Liou	4	9768	39,072
<i>Total Faculty</i>			<i>123,402</i>

B. Other Personnel Services

Graduate Assistants	Term	Cost (at average 12.50 / hr)
2 x GIS students	52 pp	52,000
1 x PA Students	26 pp	13,000
1 x CJ Students	26 pp	13,000
6 x ENGR Students	52 pp	145,474
<i>Total</i>		<i>223,474</i>

F. Expense (Travel and Software)

GIS Software licenses	5000
Development Software licenses	5000
Travel	6000
<i>Total</i>	<i>16,000</i>

D. OCO Costs

<i>Miscellaneous Hardware</i>	<i>8,000</i>
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<i>Total Overall</i>	<i>370,876</i>
<i>Overhead (26 % OH)</i>	<i>96,428</i>
<i>Total Budget</i>	<i>467,304</i>