

**INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
AND THE SCHOOL BOARD OF COLLIER COUNTY, FLORIDA,
FOR MUTUAL SUPPORT FOR DISASTER RECOVERY**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of May, 2006, by and between the **SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (hereinafter "**Clay**"), 900 Walnut Street, Green Cove Springs, Florida, 32043, and the **SCHOOL BOARD OF COLLIER COUNTY, FLORIDA** (hereinafter "**Collier**"), 5775 Osceola Trail, Naples, Florida, 34109, hereafter referred to collectively as "parties" or generally as "district."

WHEREAS, it is in the best interests of both parties to implement processes, procedures and a framework for disaster recovery in the event of an incident which disrupts information services and computer systems, and

WHEREAS, the School District IS Departments in Clay and Collier desire to enter into an agreement that is mutually beneficial to support each other in the event that one party's computer systems are not operational, and

WHEREAS, it is agreed that the cost of redundant hot site solutions to providing computer services are very costly, and

WHEREAS, an alternative to an expensive hot site solution is for one party to allow the other party to use its computers and computer systems, and

WHEREAS, the purpose and intent of this Interlocal Agreement shall be to define the terms and conditions under which Clay and Collier will each support the other in the event of a disaster which renders the computer systems of either party inoperable, and

WHEREAS, pursuant to Chapter 163, Florida Statutes, public agencies are authorized to

enter into Interlocal Agreements among and between themselves in order to make a most efficient use of their powers and enable them to cooperate with other public agencies, and

WHEREAS, Section 163.01(9)(b), Florida Statutes, provides that an Interlocal Agreement does not relieve a public agency from any of its obligations or responsibilities imposed by law except if the other agency participating in the Interlocal Agreement has satisfied the obligations and responsibilities by actual and timely performance, and

WHEREAS, this agreement is intended to meet the parameter set forth in Chapter 163, Florida Statutes,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, the parties agree that this document is intended to convey the essence of the mutual support understanding between the parties as follows:

SCOPE

1. AS/400 Applications Support
 - A. Each district agrees to provide a Logical Partition (LPAR) on the iSeries processor.
 - i. Processor allocation for the partitions will be at the discretion of the hosting district. **The hosting district will be responsible for the Operations of BOTH districts as if they were their own.**
 - ii. Disk storage allocation will be at the discretion of the hosting district.
 - iii. Establishment of the partition on the destination iSeries processor is the responsibility of each district to create their own, at their own expense.

- PAGE 2 -

**Interlocal Agreement Between
The School Board of Clay County, Florida,
and the School Board of Collier County, Florida,
for Mutual Support for Disaster Recovery**

- iv. IS departments will coordinate activities associated with creation, testing, and invoking the disaster recovery plan.
 - B. Each district agrees to a best efforts approach to keeping both district systems operational during the time that a single iSeries system is supporting both districts.
 - C. The CIO or IS Director at each district will make staff available to help a school system without charge on a best efforts basis.
 - i. The ultimate control over an iSeries system will lie with the district that is hosting the operations.
 - ii. Each district will be informed of important facility changes that might impact the disaster recovery plan such as:
 - 1. Tape Devices
 - 2. Operating System Changes
 - D. At least once a year each district will TEST the disaster recovery plan as follows:
 - i. Verify adequacy of disk storage needed for disaster recovery
 - ii. Verify adequacy of processor needs for disaster recovery.
 - iii. Test the disaster recovery plan by bringing up the iSeries in support of both districts.
 - iv. Document the results of the tests.
- 2. Intel Base Server Applications
 - A. The districts have chosen to concentrate the effort on AS/400 applications only.
 - B. The following are NOT covered by this plan and are expressly EXCLUDED from the plan:
 - i. MS Exchange Server

- ii. MS Application Servers
- iii. SQL Servers
- iv. Internet Hosting

REQUIREMENTS

1. Communications Required
 - A. Each district IS department shall make their own plans and implement any communication infrastructure needed in support of their plan. This effort includes:
 - i. Connections from outlying schools to the disaster recovery site iSeries.
 - ii. Any internet connections needed.
 - B. Each district will supply space, electricity, and onsite support for the installation of the required circuits and hardware.
 - C. Each district shall bear its own costs and determine its own bandwidths required.
2. Facilities Required
 - A. Each district's primary solution to housing people will be within its own buildings.
 - B. In the event that a regional disaster occurs it may be necessary for a district to make a computer lab available for use by a visiting school district.
 - C. Required support for the visiting IS system support provided to visiting district:
 - i. Personal computers.
 - ii. Technical specialists to assist in configuration.

iii. Laser printer with multiple input trays and bulk feed tray.

iv. Table, chairs and secure room.

D. Host IS department will provide off site tape storage without charge to visiting district.

It is agreed that either party may terminate this Interlocal Agreement by providing sixty (60) days' written notice to the other party.

It is agreed that this Interlocal Agreement may only be amended or modified by a written instrument executed by the School Boards of both parties.

If any portion of this Interlocal Agreement is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as separate, distinct and independent provision, and such holding shall not effect the validity of the remaining portions hereof.

This Interlocal Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court for each respective county as required by Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement and hereby incorporate and accept all the terms and conditions set forth herein.

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Date: _____

By _____
CAROL VALLENCOURT, Chairman

ATTEST:

DAVID L. OWENS, Superintendent

FLORIDA

SCHOOL BOARD OF COLLIER COUNTY,

Date: _____

By _____
_____, **Chairman**

ATTEST:

_____, **Superintendent**