

INFORMATION TECHNOLOGY AGREEMENT

THE DEPARTMENT OF _____
AND
THE STATE TECHNOLOGY OFFICE

1. In compliance with Chapter 2000-164, Laws of Florida, the State Technology Office (“Office”) and the Department of _____ (“Department”) hereby enter into this Agreement for the reorganization of information technology resources.
2. No later than September 8, 2000, the Department agrees to provide to the Office in electronic format and verified by the Department for accuracy:
 - a. An organizational chart and listing of all persons, including but not limited to OPS, Career Service, Select Exempt, Senior Management, and Contract Employees, performing any tasks related to the operation, management, maintenance, or support of information systems or the administrative support thereof. The list shall include job descriptions, class codes, position numbers, pay grade, salary level, vesting status, sick leave balance, annual leave balance, retirement liability, and physical location.
 - b. An inventory of all information systems infrastructure including, without limitation, hardware, software, licenses, intellectual properties, and other rights relating to information systems; and,
 - c. A listing of all current and planned information technology projects, copies of all contracts, including but not limited to departmental contracts, memorandums of agreement, and memorandums of understanding, involving information technology resources, and copies of all procurement devices, including but not limited to Requests for Proposals, Invitations to Bid, and Invitations to Negotiate, currently under consideration by the Department.
3. Upon execution of this Agreement, the Department agrees to make no personnel transactions, including but not limited to promotions, new hires, demotions, transfers, reassignments, reclassifications, terminations, leaves of absence, and retirements, regarding personnel or personnel positions referred to in Paragraph ‘2a’ above except upon the direction or consent of the Office. The Department agrees to promptly process all personnel transactions upon direction of the Office.
4. Upon execution of this Agreement, the supervision and operational control of all authorized vacancies relating to the operation, management, or maintenance of information systems or the administrative support thereof are hereby assigned to the Office.
5. Upon execution of this Agreement, the supervision and operational control of all personnel performing tasks related to the operation, management, maintenance, or support of information systems or the administrative support thereof in the Department are hereby assigned to the Office. Assigned personnel will be subject to the policies and procedures described in the State Technology Office Employee Handbook. The Department agrees to continue to make available the appropriate workspace for such personnel.
6. Upon execution of this Agreement, the supervision and operational control of all information systems infrastructure (including, without limitation, hardware, software, licenses, intellectual properties, and other rights relating to information systems) in the Department is hereby assigned to the Office. The Department agrees to enter into a Joint Purchasing Agreement with the Office to facilitate the aggregation of information technology purchases.

7. Prior to July 1, 2001, the Office agrees to enter into a service agreement, consistent with agreements offered by commercial vendors, with the Department. The Office agrees to provide to the Department all client services and information technology support required by the Department consistent with the service agreement.

8. The Department and the Office agree to use their best efforts and work in good faith to comply with Chapter 2000-164, Laws of Florida, and to assign any budget, personnel, equipment, assets, rights, and responsibilities of the Department to the Office that are not addressed in this Agreement but are necessary to effectuate the terms and/or intent of the Agreement and Florida law.

9. The Department agrees to cooperate with the Office in creating and submitting any amendment to the state budget necessary to effectuate the terms of this Agreement and/or substantially implement this Agreement through the budget process.

10. The Department or the Office may modify this Agreement if requested in writing and agreed to in writing by the other party. In no event, however, shall such modification contravene state law, including Chapter 2000-164, Laws of Florida.

11. This Agreement shall remain in effect until terminated by the consent of both parties. In no event, however, shall such termination contravene state law, including Chapter 2000-164, Laws of Florida.

12. In the event any provision contained in the Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of the Agreement shall not be affected or impaired thereby, and shall be administered by the parties as if the invalid provision had never been included herein.

13. This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this Agreement. The parties hereto acknowledge that no statement, representation, promise, agreement, warranty or covenant has been made by any party except as expressly set forth herein.

14. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive. Any and all litigation arising under this Agreement shall be brought in the appropriate State of Florida Court in Leon County, Florida.

Both parties have executed this Agreement with the intent to be bound by the terms therein effective this 18th day of August 2000.

Secretary
Department of _____

Roy Cales
Chief Information Officer
State Technology Office