

AGREEMENT BETWEEN BROWARD COUNTY AND THE BROWARD COUNTY CLERK OF COURTS RELATING TO DISASTER RECOVERY

This agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the Broward County Clerk of Courts, a Florida constitutional officer ("Clerk") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The County has current and well-established disaster recovery capabilities and current contracts for equipment and services relating thereto. The Clerk desires to utilize the County's contracts and experience in furtherance of establishing a new disaster recovery site to best protect and ensure continuity of operations for the Clerk.

B. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes public agencies to enter interlocal agreements for mutual benefit. In collaboration and in pursuit of a mutual desire to maximize tax dollars and ensure the Clerk's operations are protected by a robust disaster recovery system, the Parties desire to enter into this Agreement to afford the Clerk access to and assistance in leveraging certain of the County's contracts to establish the desired disaster recovery site and to acquire the necessary, related equipment and services. The Parties have determined that it will serve the public interest to enter into this Agreement to accomplish the foregoing goals.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Code** means the Broward County Code of Ordinances.

1.4. **Contractor** means an entity or individual, including subcontractors and subconsultants, providing DR Services to the County or to the Clerk pursuant to any of the DR Contracts, regardless of tier.

1.5. **DR Contracts** means any County contract that provides for the purchase of goods, equipment, or services relating to disaster recovery, pursuant to which the Clerk purchases or otherwise acquires rights or benefits relating to disaster recovery goods, equipment, or services pursuant to this Agreement.

1.6. **DR Services** means all disaster recovery related goods and services acquired by the Clerk in connection with the DR Contracts or otherwise facilitated by the County for the benefit of the Clerk under this Agreement, including, without limitation, the Scope of Services attached as Exhibit A. For clarity, DR Services refers to only those disaster recovery services or the portions thereof that inure to the benefit of the Clerk. If a particular good or service inures to the direct benefit of both Parties, the DR Services shall be deemed to be the pro rata or proportionate part of the particular good or service that is reasonably attributed by the County's Chief Information Officer to the benefit of the Clerk and is not a cost or expense that would otherwise have been incurred (or incurred in that amount) by the County but for the benefit to the Clerk.

ARTICLE 2. EXHIBITS

Exhibit A Scope of Services

ARTICLE 3. SCOPE OF SERVICES

3.1. Scope of Services. The Parties shall use commercially reasonable best efforts to cooperate to facilitate the completion of the Scope of Services set forth in Exhibit A, including as may be modified from time to time pursuant to the terms of this Agreement (as so amended, the "Scope of Services").

3.2. Contract Administrator Authority. The County's Chief Information Officer (hereby designated the "Contract Administrator") is authorized to coordinate and communicate with the Clerk or their written designee to refine and update Exhibit A as the Parties may mutually agree from time to time, provided that the Contract Administrator has no authority to make changes that would (a) pose any additional financial obligation on the County that is not required to be fully paid for or reimbursed by the Clerk pursuant to the terms of this Agreement; or (b) modify any terms or conditions of this Agreement as set forth in Articles 1 through 9 or otherwise alter any rights or obligations of either Party under this Agreement.

3.3. Use of DR Services. For all DR Services obtained or utilized by the Clerk, including without limitation DR Services procured utilizing DR Contracts, the Clerk shall strictly comply with any and all applicable license limitations, contract requirements, and Applicable Law. The Clerk's access to the DR Contracts, and all obligations of the County under this Agreement with regard to the DR Contracts, are subject to approval by the applicable Contractor and the terms and conditions of the applicable DR Contract.

3.4. Security Requirements. Unless otherwise approved in advance in writing by the County Chief Information Officer, the Clerk shall at all times maintain and implement commercially reasonable cybersecurity protections, policies, and standards for all interconnected County and Clerk systems and shall conduct a security review on at least an annual basis. At all times the Clerk shall maintain logical separation of data and traffic. At any time upon reasonable prior notice, the County may inspect and obtain all requested information relating to the Clerk's configurations for purposes of protecting shared infrastructure, and the Clerk shall fully cooperate with all such reasonable requests. Details of the Clerk's aforesaid configurations are

confidential and shall not be made public by County except to the extent required by order of a court of competent jurisdiction or applicable law.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues for a one (1) year period (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s) as those terms are defined in this article, are collectively referred to as the “Term.”

4.2. Extensions. Following the Initial Term, this Agreement shall automatically continue for consecutive one (1) year extension terms (each an “Extension Term”) on the same rates, terms, and conditions stated in this Agreement, unless and until terminated by either Party pursuant to Article 8 herein.

4.3. Fiscal Year. Notwithstanding any other provision of this Agreement, the continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

ARTICLE 5. COMPENSATION

5.1. Funding Source. The Parties’ procurement of the equipment, hardware, software, and services detailed in Exhibit A attached hereto is based upon the mutual assumption, as a condition precedent, that the Clerk receives funding from the County for said equipment, hardware, software, and services, or that the County otherwise provides the funding for said expenditures (collectively such funds hereinafter referred to as “County Appropriated DR Funds”). Subject to the availability of County Appropriated DR Funds, the Clerk shall be solely and fully responsible for all costs incurred by either Party in connection with the DR Services under this Agreement. If and to the extent any DR Services provided by the County or the Clerk are paid for by the County, the Clerk shall use (or authorize the use of) County Appropriated DR Funds in the Clerk’s budget to reimburse the County those amounts within thirty (30) days after demand by the County. To the extent a budget transfer is required to fund DR Services, the Clerk hereby approves any budget transfers necessary to fund such purchases, provided the only funds utilized are County Appropriated DR Funds. If and to the extent sufficient County Appropriated DR Funds are not available, the Parties will cooperate to determine if alternate solutions are possible and, if not, no procurements of DR Services shall be required of either Party under this Agreement. This Agreement shall be construed and interpreted so as to achieve the Parties’ intention and desire that (a) the only funds expended for DR Services under this Agreement are County Appropriated DR Funds and (b) the County be fully reimbursed using County Appropriated DR Funds for any and all costs or expenses incurred by the County in connection with the provision of DR Services to the extent that cost or expense would not otherwise have been incurred (or incurred in that amount) by the County but for the benefit provided to the Clerk, unless such condition regarding costs or expenses is expressly waived in writing by the County Administrator.

5.2. Invoices Under DR Contracts. The Parties shall cooperate with respect to all purchases for DR Services under the DR Contracts and shall collaboratively seek to ensure that all purchases under DR Contracts for DR Services shall be procured under the name of the Clerk, to the greatest extent practicable, and shall utilize County Appropriated DR Funds. For any purchase for which the County procures goods or services for DR Services under the name of the County: 1) as elected by the County, the Clerk shall either prefund the County accounts for such amounts through mutually agreed accounting methods or shall promptly use County Appropriated DR Funds to reimburse the County those amounts within thirty (30) days after demand by the County; and (2) the Parties shall use commercially reasonable efforts to ensure the rights and obligations of that purchase are assigned or otherwise transferred to the Clerk, to the extent permitted under the applicable DR Contract. The County shall not procure any DR Services for the Clerk without prior written approval by the Clerk, except that all DR Services expressly stated in Exhibit A are deemed preapproved by the Clerk and no further written approval by the Clerk is required.

5.3. Reimbursable Expenses. If the County incurs any travel expenses in connection with the DR Services, including without limitation travel to the disaster recovery site in Atlanta to facilitate installation of the equipment or to oversee or inspect such installation or operation, the Clerk shall use County Appropriated DR Funds to reimburse the County all such expenses subject to the provisions of this section. Projected travel costs of the County are not currently anticipated to exceed Two Thousand Dollars (\$2,000.00). Reimbursement of any travel costs or travel-related expenses permitted under this Agreement shall be limited to those permitted under Section 112.061, Florida Statutes. The Clerk shall not be liable for any expenses that exceed those allowed by Section 112.061 or that were not approved in writing in advance by the Clerk.

5.4. Withholding by the County. To the extent reasonably determined necessary or appropriate by the Broward County Accounting Division, the County may make such account entries or otherwise withhold or deduct funding from the Clerk to offset any amounts owing by the Clerk to the County under this Agreement. The County shall provide the Clerk with written notice prior to any such offset, deduction, or withholding, and provide all reasonably requested supporting documentation.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Independence. The entities, organizations, and administrations of the Clerk and the County are and shall remain independent. Nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither the Clerk nor the County, nor their respective agents, shall act as officers, employees, or agents of the other Party, unless expressly authorized in this Agreement or by written approval of the other Party. No Party shall have the right to bind the other Party to any obligation not expressly undertaken by the Party under this Agreement.

6.2. Verification of Employment Eligibility. Both Parties have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the

work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and entry into this Agreement will not violate that statute.

6.3. Disclaimer of All Representations and Warranties. The County hereby disclaims and waives all representations and warranties, express or implied, including but not limited to any warranty of fitness for a particular purpose, with respect to any goods, services, or recommendations provided to the Clerk under this Agreement, the performance of any Contractors under any DR Contracts, or any of the DR Services. The Clerk acknowledges and agrees that it is not relying on any representations or warranties made by the County. The County shall have no liability whatsoever to the Clerk for any actions, omissions, or recommendations, or for any damages suffered by the Clerk, including without limitation liability, loss of data, or other damages, in connection with the performance or failure of any disaster recovery goods or services, or relating to equipment specifications, procurement, pricing, redundancy, cyber or physical security, or disaster recovery generally, regardless of whether or not such claims, actions, or omissions were reasonably anticipated or foreseen. This limitation of liability shall apply to all claims, demands, and causes of action of any nature, whether arising in contract, tort, or otherwise, and shall survive the termination or expiration of this Agreement. This waiver shall apply to the fullest extent permitted by Applicable Law.

ARTICLE 7. INDEMNIFICATION

The Clerk shall indemnify, hold harmless, and defend the County and all of the County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by the Clerk, or any intentional, reckless, or negligent act or omission of the Clerk, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, the Clerk shall, upon written notice from the County, defend each Indemnified Party with counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. TERMINATION

8.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Termination for cause by the County must be by action of the Board or the County Administrator.

8.2. Termination for Convenience. This Agreement may also be terminated for convenience by either Party with at least one hundred eighty (180) days advance written notice to the other Party. Each Party acknowledges that it has received good, valuable, and sufficient consideration

for the other Party's right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare; however, under such a circumstance, the County Administrator shall provide at least thirty (30) days' prior written notice of the termination to the Clerk.

8.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4. If this Agreement is terminated, any amounts due and owing by one Party under this Agreement to the other shall be immediately due and payable. If termination by the Clerk results in any additional financial loss or penalties to the County, including under any of the DR Contracts or related resources utilized by the Clerk (e.g., early termination penalties, increased rates due to decreased utilization, unreimbursed support and maintenance obligations, etc.), the County shall provide the Clerk with a full accounting of the amounts so incurred or charged to the County and the Clerk shall use County Appropriated DR Funds to refund same to the County within thirty (30) days after demand for same.

ARTICLE 9. MISCELLANEOUS

9.1. Public Records. Notwithstanding any other provision in this Agreement, any action taken by either Party in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. To the extent applicable, the provisions of Section 119.0701, Florida Statutes, are deemed incorporated as if fully set forth herein. If either Party receives a request for public records regarding this Agreement, the receiving Party shall be the primary responding party, but may, and shall receive, the reasonable cooperation of the other Party upon request. Each Party shall determine the applicability of any exemptions for public records in connection with their own records; upon notice thereof, each Party shall honor and maintain the exempt or confidential status, if any, ascribed by the other Party to any records relating to this Agreement.

For any records submitted to the other Party under this Agreement for which the producing Party asserts the records are confidential or exempt, in whole or in part, the producing Party must separately submit and conspicuously label such records as "RESTRICTED MATERIAL – DO NOT PRODUCE" (collectively, "Restricted Material"). Upon request by the other Party, the producing Party must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request for records designated by either Party as Restricted Material, the non-designating Party shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by the designating Party, or the claimed exemption is waived.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: FOR THE COUNTY, 1 NORTH UNIVERSITY DRIVE, SUITE 4003A, PLANTATION, FLORIDA 33324-2019, (954) 357-5918, KAWOLF@BROWARD.ORG; AND FOR THE CLERK: 201 S.E. 6TH STREET, SUITE 18150, FORT LAUDERDALE, FLORIDA 33301, (954)-831-5849, PUBLICRECORDS@BROWARDCLERK.ORG.

9.2. Regulatory Capacity. Notwithstanding the fact that the County is a political subdivision with certain regulatory authority, the County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to the County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to the County as a Party to this Agreement.

9.3. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein shall constitute a waiver of Section 768.28, Florida Statutes, by either of the Parties or shall be construed as impacting or modifying the protections set forth therein. In addition, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract, including without limitation the DR Contracts. The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and each Party shall be fully responsible for the acts and omissions of its officers, agents, or employees to the extent required by Applicable Law. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

9.4. Third-Party Beneficiaries. Neither the Clerk nor the County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either Party based upon this Agreement.

9.5. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR THE COUNTY:

Broward County

Attn: Chief Information Officer Domenic DiLullo

Government Center West, 1 N. University Drive, Suite 4003A, Plantation, FL 33324

Email address: ddillullo@broward.org

FOR THE CLERK:

The Broward County Clerk of Courts
Attn: Chief Technology Officer Joan Napoles
201 SE 6th St., Room 18130, Fort Lauderdale, FL 33301
Email address: jnapoles@browardclerk.org

9.6. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party.

9.7. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.8. Severability; Joint Preparation. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

9.9. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by the County shall require approval in writing, unless otherwise expressly stated.

9.10. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

9.11. Applicable Law, Jurisdiction, Venue, Waiver of Jury Trial. Both Parties must comply with all Applicable Law in performance of this Agreement. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive

venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.12. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the County and the Clerk.

9.13. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.14. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.15. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

9.16. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of the Clerk, the Clerk hereby attests under penalty of perjury that the Clerk does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of the Clerk declares that they have read the foregoing statement and that the facts stated in it are true.

The remainder of this page is intentionally blank.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2025; and the Broward County Clerk of Courts, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
_____ day of _____, 2025

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By  _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by René D. Harrod
DN: cn=René D. Harrod, ou=Broward
County Attorney's Office,
email=rharrod@broward.org, c=US
Reason: Approved as to form
Date: 2025.08.20 17:31:50 -04'00'

RDH
County Clerk ILA Draft
8/4/2025
#1165382.12

**AGREEMENT BETWEEN BROWARD COUNTY AND THE
BROWARD COUNTY CLERK OF COURTS RELATING TO DISASTER RECOVERY**

CLERK

BROWARD COUNTY CLERK OF COURTS

By: Brenda D. Forman
Authorized Signer

Brenda D. Forman
Print Name and Title

20th day of August, 2025

Exhibit A

Scope of Services

1. Services Summary

In collaboration and in a mutual desire to maximize tax dollars and ensure the Clerk's operations are backstopped by a robust disaster recovery system, this Scope of Services sets forth the overall plan to upgrade and establish robust disaster recovery sites and resources for the Clerk, including utilizing the DR Contracts to the extent the Clerk can leverage same to achieve better outcomes and reduce costs. Notwithstanding any provision or implication of this Agreement that could be construed to the contrary, (a) the Clerk will remain fully and solely responsible for managing its own disaster recovery obligations and plans at all times, and (b) any obligation of the County stated in this Agreement is subject to the County having the right and ability to do so, including without limitation under the DR Contracts.

2. Definitions

"Bandwidth" means the maximum amount of data that can be transmitted over a network connection within a specific period of time.

"Data circuit" means a dedicated communication path established between two devices, essentially a virtual connection that allows for the transmission of data over a network.

"Data recovery site rack" means a physical rack located in a dedicated data recovery site that houses backup servers, storage devices, and other necessary hardware.

"Network Address Translation" means a networking technique that allows multiple devices on a private network to access the internet using a single public internet protocol address by translating their private internet protocol addresses to that public address before sending data packets to the external network.

"Switch" means a device that connects multiple devices in a network and manages the flow of data between them.

"Virtual machine" means a software-based representation of a physical computer, allowing users to run an operating system and applications on a host machine as if it were a separate, dedicated computer.

3. Project Outline

The project is designed to enable the Clerk to share in the benefits of the County's current disaster recovery site ("Atlanta DR Site"), located at 12655 Edison Dr., Alpharetta, GA 30005, through the Contractor Flexential. At all times, the Clerk's DR location and traffic will be separate and isolated from the County's.

The Clerk will procure and deploy two firewalls, two switches, and two load balancers required to build the remote network site at the Atlanta facility. This equipment will be fully managed by the Clerk and housed in space secured by the County at the Atlanta DR Site but shall be physically and logically isolated and physically and securely separate from the County's equipment.

The County will consult with the Clerk in connection with the Clerk obtaining access to the necessary one data circuit from Flexential to the Atlanta DR site and from the Broward County Central Courthouse to the Atlanta DR Site. The final setup will be determined by the Clerk, but it is currently contemplated that the circuits will be connected to County switches at the Atlanta DR Site and will include sufficient bandwidth for virtual machine replication. The County will consult with the Clerk in connection with the Clerk's establishment and configuration of its DR site, including building and managing all other connectivity aspects of the site, including routing, virtual local area networks (VLANs), firewall rules, demilitarized zones (isolated networks shielded from the remainder of the network, also called "DMZs"), and load balancer configurations.

Currently the County provides connectivity between the Broward County Central Courthouse and the Flexential Fort Lauderdale Datacenter, located at 5301 NW 33rd Ave., Fort Lauderdale, FL 33309. Replication and journaling will flow from the Broward County Central Courthouse through the Flexential Fort Lauderdale Datacenter to the Atlanta DR Site, and will traverse existing County 100 gigabyte multiprotocol label switching pipe from Flexential Fort Lauderdale Datacenter to the Atlanta DR Site.

The County will provide the Clerk with full access to a virtualized environment to allow for the continuous replication and protection of data across different locations, essentially acting as a container for the Clerk's virtual machines and applications. The purpose is to facilitate data availability even in the event of a disaster or system failure.

The County will provide the Clerk with reasonable Internet access to the Atlanta DR Site. The County will provide the Clerk with access to the portion of the County's data recovery site rack at the Atlanta DR Site that is designated for the Clerk. The final design is subject to the Clerk's election, but as currently contemplated the connection will terminate at the Clerk switches and will provide at least 16 available static IP addresses and sufficient bandwidth for Clerk operations. The Clerk will be responsible for implementing and maintaining any network/firewall configurations, including network address translations (NATs) and access rules for internet access and public sites. The Clerk will manage any Domain Name System ("DNS") configurations and redirections.

The County will provide consulting assistance to the Clerk in connection with the Clerk obtaining any necessary replication software capabilities through the County Contractor to enable the Clerk to continuously replicate its virtual machines to the Clerk's allocated VMware infrastructure at the Atlanta DR Site.

The Clerk will be responsible for completing the initial network site infrastructure setup and any required ongoing maintenance support. The Clerk will be solely responsible for configuring and managing any VCenter Zerto software (e.g., ZVM, VRA).

The Clerk possesses and retains full and complete authority over the final design, and must approve any changes to the proposed design, equipment, or configuration. However, if the County's Chief Information Officer, at any time, reasonably determines that a proposed or requested change increases the risk or cost to the County, the County may refuse to agree to the proposed or requested changes, in which event the proposed or requested change shall not be implemented unless and until the Parties agree in writing, with the County acting through the Chief Information Officer. If the Parties cannot agree upon a mutually acceptable resolution, either Party may terminate under Article 8.

4. Technical Approach

A. Equipment and Software Purchases.

The Parties will cooperate to facilitate the efficient and economic procurement of the needed DR Services, which may include the Clerk utilizing DR Contracts for some purchases and the Clerk utilizing other procurement methods for other purchases. The Clerk authorizes the County to procure DR Services reasonably required for the Clerk's DR solution as set forth herein on behalf of the Clerk utilizing County Appropriated DR Funds. The County agrees, to the extent approved by the applicable Contractor, to allow the Clerk to utilize the County DR Contracts to procure needed equipment on favorable terms and pricing, including, but not limited to, the following DR Contracts:

- AT&T Enterprise
- Dell Marketing LP
- Cisco Networking
- VMware by Broadcom

The Parties anticipate that the Clerk will utilize its own Microsoft or reseller contract for any needed Microsoft licensing.

The County will permit the Clerk to utilize physical space and existing bandwidth (100 gig) at the Atlanta DR Site, as designed by the County. The Parties will cooperate to ensure access is controlled through separate locked cages with badged access to each Party's cage limited to only that Party's personnel.

The following equipment purchases are deemed approved by the Clerk and incorporated under the terms of this Agreement:

Description	Purchase Order	Amount
Dell PowerStore purchase of one (1) PowerStore	PO No. ETS2500103	\$302,740.88

Description	Purchase Order	Amount
3200T and one (1) PowerEdge R760		
Three (3) Dell R740 Servers	PO No. ETS2500102	\$105,620.61
Relocation for equipment shipping from Fort Lauderdale to the Atlanta DR Site	N/A	\$9,010.00 (estimated)

The following additional purchases and expenses of DR Services are contemplated under this Agreement, with the specific procurement method and documentation subject to the Parties' cooperative resolution:

Description - Initial Year Hardware with Support	Estimated Cost
Zerto Licensing (Subscription Only, 60-month Term)	\$149,850.00
Cisco Firepower Firewalls with three-years Support/Threat Defense	\$28,395.68
Kemp Load Balancers with three-years of Support	\$16,628.00
Top of Rack Switches, three years of Support and Network Essentials	\$68,056.78
Microsoft Server Licensing, Licensing with one-year software assurance	\$76,401.60
VMware Licensing	\$27,093.12
Flexential Cabinet, Power, and Cross Connects	\$28,668.00
Cabinet/Server Cabling	\$3,000.00
Travel for County personnel	\$1,800.00
TOTAL	\$399,893.18

Description - Support and Subscription Renewal Cost (Years Two - Five)	Estimated Cost
Cisco Firepower Firewalls (Support and Subscription, Years Four-Five)	\$11,135.61
Kemp Load Balancers (Support and Subscription, Years Four-Five)	\$6,140.00
Top of Rack Switches (Support and Network Essentials, Years Four-Five)	\$21,060.72
Microsoft Server Licensing Software Assurance only, Years Two-Five	\$62,077.44
VMware Licensing, subscription VCF, Years Two-Five	\$108,372.48
Flexential Cabinet, Power, and Cross Connects, Years Two-Five	\$114,672.00
Travel for County personnel one person, Years Two-Five	\$7,200.00
TOTAL	\$330,658.25

The foregoing is the currently projected list of required DR Services procurements, but additional goods or services may be determined necessary as the project proceeds. The Parties will maintain communication and shall cooperate to facilitate the procurement of any other needed DR Services in accordance with the terms of this Agreement.

The total expected cost to the Clerk for DR Services for the first five (5) years under this Agreement is currently projected to exceed \$1,147,922.92.

B. Implementation.

The County will provide personnel, if requested by the Clerk, to assist the Clerk in overseeing the implementation of the equipment at the Atlanta DR Site. The County may also, as it deems appropriate, provide recommendations and other information relating to DR Services for the Clerk.

C. Support, Maintenance, Warranty.

The Clerk is solely responsible for purchasing and maintaining any and all appropriate support and maintenance and/or warranty rights and any related goods and services. To the extent the purchase was facilitated or made by the County, the County will provide any reasonable cooperation necessary to facilitate exercise of any rights to support and maintenance or warranty rights to the Clerk, but shall not be responsible for ensuring the existence, payment, provision, or continuity of any such goods or services.

The County shall have no responsibility to monitor the DR Services at any time or to maintain the DR Services, equipment, infrastructure or platforms.

D. DR Management.

As between the Clerk and the County, the Clerk is solely responsible for managing all configuration and connectivity for DR Services (including, without limitation, VLANs, DMZs, load balancer config, DNS config, NATs, access rules, network/firewall config and rules, etc.). The County will support and facilitate any requests by the Clerk for assistance from Contractors under the DR Contracts, but the County will have no obligation to perform any services or to ensure the performance of any such services by the Contractors at issue.

During any known or suspected disaster, the Clerk shall be solely responsible for managing and responding to its own disaster recovery incidents.

The County may suspend or terminate access to DR Services under the DR Contracts, access to the County disaster recovery site, or any other connectivity if at any time the County's Chief Information Officer determines same is necessary to protect the County's infrastructure, cybersecurity, or any other public health or safety reasons. In such a scenario, within twenty-four (24) hours after the suspension or termination of access to DR Services under the DR Contracts, access to the County disaster recovery site, or any other connectivity contemplated by this Agreement, the County's Chief Information Officer shall notify the Clerk's Chief Technology Officer of the aforesaid suspension or termination. These rights include, without limitation, the ability to throttle or restrict access by the Clerk or to otherwise limit or restrict bandwidth in any way.

The Clerk shall utilize the DR Services under this Agreement, whether provided by the County or by Contractors or other third-party vendors, solely for disaster recovery purposes (i.e., nonproduction use only, except during an actual or suspect disaster or for the limited purpose of periodically testing disaster recovery resources).

The Clerk shall be and is solely responsible for the physical and network security in the Clerk's environment (including, without limitation, maintaining antivirus protection, ensuring least privilege access, etc.) and any applicable legal requirements (e.g., Criminal Justice Information Services, protected personal information, etc.).

5. Other Support and Assistance

The County may, but is not obligated to, provide other support, assistance, or recommendations to the Clerk that are not detailed above, including without limitation regarding equipment, software, configuration, installation, implementation, policies, or security standards. In no event shall the County be liable or obligated in any respect to provide such other information or assistance to the Clerk.