

**SECOND AMENDMENT TO THE INTERAGENCY AGREEMENT FOR THE
OPERATION OF ENTERPRISE RESOURCE PLANNING SYSTEM**

THIS SECOND AMENDMENT is made and entered into this ____ day of December 2024, by and between MARION COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY"), and the CLERK OF THE CIRCUIT COURT AND COMPTROLLER IN AND FOR MARION COUNTY, an independent constitutional officer in Marion County, Florida (hereafter "CLERK");

WITNESSETH:

WHEREAS, COUNTY and CLERK previously entered into that certain Interagency agreement for the operation of an Enterprise Resource Planning System on December 15, 2020 ("ERP Agreement); and

WHEREAS, the First Amendment to the ERP Agreement was entered into on October 5th, 2021; and

WHEREAS, COUNTY and CLERK now wish to further amend the ERP Agreement to supersede all prior revisions as specifically provided herein; and

WHEREAS, the parties are public agencies as defined in Section 163.01, Florida Statutes, and have the authority to enter into interlocal agreements and exercise jointly with any other public agency any power, privilege, or authority which they share in common and which each might exercise separately, as provided in Section 163.01, Florida Statutes; and

WHEREAS, the COUNTY has retained Tyler Technologies, Inc. for the implementation of an enterprise resource planning system (hereafter "ERP System"); and

WHEREAS, aspects of the CLERK'S operations will be incorporated into the ERP System; and

WHEREAS, pursuant to Section 1, Article VIII, of the Constitution of the State of Florida, and section 28.12 of the Florida Statutes, the CLERK is ex officio clerk of the Board of County Commissioners, auditor, recorder and custodian of all County funds; and

WHEREAS, the County Administrator hosts the servers at COUNTY facilities; and

WHEREAS, the CLERK'S constitutional duties require that certain data remains in the sole custody of the CLERK; and

WHEREAS, both parties agree the COUNTY will continue to host and administer the servers on which the ERP System will operate until such time it is moved to the Tyler Technologies Cloud Hosted solutions; and

WHEREAS, it is necessary that those agents of the COUNTY and the CLERK with technical expertise be authorized to develop standard operating procedures and the

Memorandum of Understanding for the operation of the ERP System;

NOW, THEREFORE, in accordance with the terms and conditions set forth herein, and for mutual consideration, given by each to the other, the COUNTY and the CLERK hereby agree as follows:

1. **Definitions.** Terms not otherwise defined in this Agreement shall be defined as follows:
 - a. **"Memorandum of Understanding"** (MOU) shall mean a binding agreement between the CLERK and COUNTY outlining the intent, terms and details of an understanding, including each party's requirements and responsibilities, and disciplinary measures for users.
 - b. **"Standard Operating Procedures"** shall mean sets of instructions compiled by an organization to help staff carry out complex routine operations. SOPs aim to achieve efficiency, quality output and uniformity of performance, while reducing miscommunication and failure to comply with industry regulations or contractual obligations.
 - c. **"County Administrator"** shall mean the officer of the Board of County Commissioners of Marion County, Florida, established in Sec. 2-46, Marion County Code of Ordinances.
 - d. **"Hosted"** shall mean that the ERP servers are located in COUNTY administered facilities or located in Tyler Technologies Cloud Solution.
 - e. **"Server"** shall mean the virtual or physical hardware and software that houses the Applications providing the functionality for the ERP System and the Data and Databases (Clerk & County).
 - f. **"Application"** shall mean the application software (primarily web based) that runs on an end-user's devices that allows the end-user to complete daily work and access the data records for the same.
 - g. **"Data"** shall mean the information processed or stored by a computer. At its most rudimentary level, data is binary (ones and zeros), so it can be created, processed, saved, and stored digitally. This allows data to be transferred from one computer to another using a network connection or various media devices. It also does not deteriorate over time or lose quality after being used multiple times.
 - h. **"Database"** shall mean a set of related data and the way it is organized.
 - i. **"Database Management System (DBMS)"** means the studio of tools that provides the ability to configure, manage, and administer all components of the database(s).
 - j. **"Access"** (in lieu of Custody) shall mean the ability or authority to interact with a computer system, resulting in a flow of information; a means by which one may input or output data from an information source. Access implies authorization or proper clearance.
 - k. **"Administer"** (administration) shall mean registering and monitoring users, enforcing data security, monitoring performance, maintaining data integrity, dealing with concurrency control, and recovering information that has been corrupted by some

event such as an unexpected system failure.

1. **"ERP Administrator"** shall mean a person authorized to manage, oversee, and maintain the ERP System. Such person shall be authorized to create user accounts and assign user permissions within the scope of authority determined in the Memorandum of Understanding or Standard Operating Procedures developed pursuant to this Agreement.
 - m. **"ERP Super Administrator"** shall mean a person with the authority to grant administrative privileges to user accounts and to develop Memoranda of Understanding and Standard Operating Procedures.
 - n. **"ERP Database Analyst"** shall mean a person with authority to have full administrative access and privileges to the ERP Databases. The CLERK will have a primary and a backup person (maximum of two persons) identified and approved in writing by both the Agency Heads (County Administrator and the Clerk) and IT Directors. Approved persons will have access to the Databases, using DBMS. All updates to the database outside the normal application access will **only** be performed by Tyler Technologies.
 - o. **"Data Warehouse"** shall mean the separate and dedicated server on which a copy of the Production ERP data is hosted by the COUNTY for the purpose of being a development database to support ERP Administrators with the creation of custom reports and to enable and support data interface activities that are not within the ERP System until these activities can be integrated into the ERP System using commercially reasonable means.
 - p. **"Non-Production Database"** shall mean a point-in-time copy of the Production Database that is used for testing Application updates and patches, or training users.
 - q. **"Production Database"** shall mean the live operational database that stores the data that is entered by authorized users using the Production Munis Application. This Data is the fully auditable permanent record by which financial reports are produced.
 - r. **"EP&L Database"** shall mean the Production and/or Non-Production databases that are located on separate servers from the Munis databases and contain data relating to Permitting and Licensing.
2. **Custody of Data.** The CLERK shall retain sole custody of the CLERK'S data hosted on any Production Database (with the exception of the EP&L Database). The CLERK shall have uninhibited access to maintain and administer the Data and Databases related to their jurisdiction hosted by the COUNTY as related to their constitutional duties. Except for normal business operation within the Application, the COUNTY shall not have access to CLERK Data and Databases. All updates to the Production Database, not done within the Application, shall **only** be performed by Tyler Technologies. Notwithstanding the above, the COUNTY shall maintain an archival copy of the CLERK'S data in the Data Warehouse.

County shall be solely responsible for the security of data hosted in the Data Warehouse.

3. **Operation of Servers.** The COUNTY shall operate servers to host the ERP System and the CLERK's data required by the ERP System. The COUNTY shall have full administrative access and privileges to the Servers but shall not have full administrative access and privileges to the CLERK'S Data or Databases, other than through the ERP application with approved roles. Production Database access (with the exception of the EP&L Database) will be limited to two designated ERP Data Analysts for the CLERK. Database updates will **only** be performed by Tyler Technologies. All CLERK and COUNTY users authorized to administer or perform work on the Server shall be screened at a standard no less stringent than the standards for a Level 2 screening as defined by Chapter 435, Florida Statutes.
4. **Access by Tyler.** Both parties agree that Tyler Technologies, Inc. shall have access to all Data, Databases, Servers, or other hardware or software necessary for implementation or support of the ERP System, but not prior to full knowledge and coordination of the CLERK and COUNTY.
5. **ERP Super Administrators.** Both parties shall have one ERP Super Administrator over their respective portions of the ERP System. The ERP Super Administrator for the COUNTY shall be the COUNTY'S Director of Information Technology. The ERP Super Administrator for the CLERK shall be the CLERK'S Director of Information Technology. Each ERP Super Administrator may grant administrative access within the limits of this Agreement, any Memoranda of Understanding, and any Standard Operating Procedures to subordinate Administrators, with written consent of both party's ERP Super Administrators.
6. **Memoranda of Understanding and Standard Operating Procedures.** The Super ERP Administrators shall develop such Memoranda of Understanding and Standard Operating Procedures as necessary to ensure the proper functioning of the ERP System and implement the goals and purposes of this Agreement. Memoranda of Understanding must be approved by the County Administrator and the CLERK in writing to be binding upon the parties. Standard Operating Procedures that impact the broad operation of the ERP System shall be adopted, abrogated, modified, and mutually agreed upon by the ERP Super Administrators.

The determination as to which SOPs will "impact the broad operation of the ERP System", and the procedure for adoption, abrogation and modification of all other SOPs shall be explained and determined in the MOU.

7. **Agreement to be Read as Consistent with Tyler Agreement.** Nothing in this Agreement or any Memoranda of Understanding or Standard Operating Procedures is intended to require, nor shall be construed as requiring, the COUNTY to violate any provision of the agreement, including any amendments which shall be entered into now or in the future, with Tyler Technologies, Inc. for the implementation and support of the ERP System.
8. All provisions of the ERP Agreement not specifically modified herein shall remain in full force and effect.
9. **Term.** This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and will continue so long as the License and Services Agreement between Tyler Technologies, Inc. and the COUNTY remains in effect.
10. **General Indemnification.** To the extent permitted by law, each party to this Agreement will indemnify and hold the other harmless from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) for (a) personal injury or property damage to the extent caused by the other party's negligence or willful misconduct; or (b) the other party's violation of a law applicable to its performance under this Agreement. The party seeking to be indemnified must notify the other party promptly in writing of the claim and give the other party sole control over its defense or settlement. The party seeking to be indemnified agrees to provide the other party with reasonable assistance, cooperation, and information in the course of the other party defending the claim at its expense.
11. **Dispute Resolution.** Each party to this Agreement agrees to provide the other party with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with the other in trying to informally resolve all disputes, including, if requested by either party, having the ERP Super Administrators and legal counsel for each party meet and engage in good faith negotiations within thirty (30) days of the written dispute notice, unless otherwise agreed. All such meetings and discussions

between ERP Super Administrators and legal counsel will be deemed confidential settlement discussions not subject to disclosure. The enumeration of this informal dispute resolution process shall not be interpreted to exclude the creation of additional informal dispute resolution processes in the MOU or SOPs. If the parties are not able to informally resolve the dispute, either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the informal dispute resolution process.

12. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of a dispute that must be submitted to informal dispute resolution, must be in writing.
13. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Both parties expressly agree that this Agreement is subject to Florida law, including Chapters 119 and 286 of the Florida Statutes. Confidential information is nonpublic information as specified by applicable state law and includes, without limitation, social security numbers, bank account numbers, and debit and credit card numbers. Each party agrees that it will not disclose any confidential information, except to the extent required by law, and further agrees to take all reasonable and appropriate action to prevent any unlawful disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - b. a party receives from a third party who has a right to disclose it to the receiving party; or
 - c. is the subject of a legitimate disclosure request under the public records laws governing this Agreement; provided, however, that, in the event either party receives a public records request related to this Agreement, including the Data and

Databases that are the subject of it, that party will give the other party prompt notice and otherwise perform the functions required by applicable law.

14. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue for claims will be in the state or federal courts for Marion County. Nothing in this Agreement shall be construed to require either party to violate applicable law.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on the day and year above to supersede all prior revisions to the Interagency Agreement for the Operation of Enterprise Resource Planning System.

ATTEST:

**BOARD OF COUNTY
COMMISSIONERS MARION
COUNTY, FLORIDA**

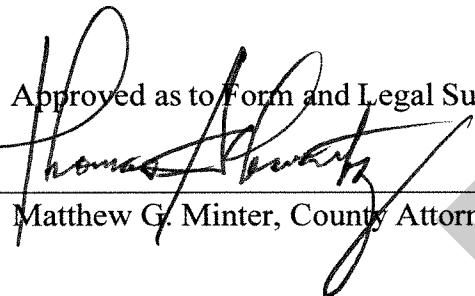
Gregory C. Harrell, Clerk

Kathy Bryant, Chairman

**CLERK OF THE CIRCUIT COURT IN
AND FOR MARION COUNTY**

Gregory C. Harrell, Clerk

Approved as to Form and Legal Sufficiency:

For 

Matthew G. Minter, County Attorney

General Counsel, Clerk of Court