

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No.20041222

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Interagency Agreement with the Lee County Tax Collector for the implementation and maintenance of an Integrated Digital Voice Recorder (IDVR) system, with the County to provide safeguards to hold the data collected by the IDVR system in the strictest of confidence at all times

WHY ACTION IS NECESSARY: Board approval is required to enter into Interagency Agreement

WHAT ACTION ACCOMPLISHES: Implementation of the IDVR system can go forward

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C6E

3. MEETING DATE:

10-05-2004

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT County Manager's Office
 - C. DIVISION
- BY: Jim Desjarlais, Information Technology Manager

7. BACKGROUND: The Tax Collector, with the assistance of the County, is implementing the use of an Integrated Digital Voice Recorder (IDVR) system which will provide the public with the ability to authorize the withdrawal of funds from personal bank accounts for the purpose of making tax payments. The IDVR will store the digital voice recordings authorizing these individual transactions pursuant to the requirements of Florida and federal law. The IDVR Software has been installed on the County communication network to enable the Tax Collector to utilize and access such digital recording data. Pursuant to applicable State and Federal Regulations, it is of the greatest importance that the data collected by the IDVR system be kept in the strictest confidentiality at all times, due to the highly personal and private nature of the content of such recordings. The County agrees to apply safeguards and to require any of its employees or any third party vendor, who is associated with the services provided by the County with regard to the Server, Operating System, and/or Software, to be held responsible for the proper safeguarding of this information and to hold the information or any contents of the IDVR in strictest confidentiality to the extent permitted by Florida law

Attachment: Interagency Agreement

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other <i>TAX COLLECTOR</i>	E County Attorney	F Budget Services	G County Manager
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>Jim 9/22/04</i>	<i>[Signature]</i>
				<i>[Signature]</i>	<i>OA 9/22/04</i>	<i>[Signature]</i>
					<i>JOM 9/23/04</i>	<i>[Signature]</i>
					<i>Risk 9/22/04</i>	<i>[Signature]</i>
					<i>GC 9/22/04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: *9/21/04*
Time: *12:10*
Forwarded To: *Budget 9/21/04 2:30pm*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
9/21/04
3:35 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*
9/23/04
4pm

[Handwritten mark]

INTERAGENCY AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2004, between the Office of the LEE COUNTY TAX COLLECTOR, by and through the Honorable Catherine Curtis, Lee County Tax Collector (collectively called "the Tax Collector") and LEE COUNTY, by and through the Board of County Commissioners ("County"), as follows:

1. The Tax Collector and the County acknowledge that the County is responsible for providing facilities and associated utility services for the Tax Collector for the proper delivery of services to the taxpayers of Lee County.
2. Utility services include, but are not limited to, telephone and communication services, including associated hardware and software, proper maintenance of said system, upgrades and repairs, to ensure it is in proper working order within acceptable service level agreements.
3. The Tax Collector, with the assistance of the County, is implementing the use of an Integrated Digital Voice Recorder (IDVR) for the purpose of more efficient collection of tax revenues from the public. Said IDVR will not only enable such collection of tax revenues, but will also store the digital voice recordings pursuant to the requirements of Florida and federal law.
4. To meet acceptable program levels, the Tax Collector has purchased and Telstrat Vendor has installed the Telstrat IDVR Software ("Software") on the County communication network to enable the Tax Collector to utilize and access such digital voice recording data, prior to the upgrading of the system by the County.
5. The Telstrat IDVR Software will record confidential information, as defined by applicable State and Federal Regulations, to the County server real-time. The County will allow the Tax Collector read-only access to the County server for the sole purpose of providing a second copy of the recording data which the Tax Collector will maintain for operating records relating to the collection of taxes.
6. Pursuant to applicable State and Federal Regulations, both parties understand and agree that it is of the greatest importance that the data collected by the IDVR system be kept in the strictest confidentiality at all times, due to the highly personal and private nature of the content of such recordings.
7. The County acknowledges that the original data will be maintained on the County Server and due to the confidential nature of the recordings, the County agrees to apply safeguards and to require any third party vendor, who in any manner is associated with the services delineated hereunder to be provided by

the County with regard to the Server, Operating System and/or Software, to be held responsible for the proper safeguarding of said information.

8. Additionally, the County agrees to apply safeguards and to require any of its employees or any other person or entity who in any manner is associated with the County's services to be provided hereunder, to hold the information related to such system, or any content(s) of the IDVR in strictest confidentiality, to the extent permitted by Florida law. By signing below, the County acknowledges that it has so complied with the requirements of this paragraph.
9. Neither the County, nor any of its vendor(s) (including but not limited to ITG) may make use of, or may make the data available to any third party whatsoever, including but not limited to other business entity, government organization, or individual. This shall not be construed to limit access by the Office of the Tax Collector.
10. The County agrees that as a matter of standard business practice associated with servers housing operating systems, performance and maintenance of backups, (whether classified as a disaster recovery or not) are required. Additionally, the County is responsible for the server which houses the IDVR software system and original recordings along with associated software and is responsible for the performing and maintaining of appropriate backups of the IDVR data as with other telephone system data. If for any reason it would be necessary to perform a recovery of the system, (whether classified as a disaster recovery or not), both parties agree to work together for the successful restoration of the systems.
11. Subject to Florida Statute Section 768.28, the County shall indemnify, defend and hold the Tax Collector harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and legal fees (including but not limited to appellate attorney fees) against the Tax Collector, its employees, agents, or representatives arising out of or caused by the County's and/or its vendors' intentional misconduct or negligence. The County shall not be required to indemnify the Tax Collector for any portions of damages arising out of the negligence of the Tax Collector, her employees, agents or representatives.
12. This Agreement shall commence on the date provided above and continue in effect until terminated by either party or by operation of law. Either party may terminate this Agreement without cause upon fifteen (15) days' prior notice.
13. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement except in

writing and signed by all parties hereto. This Agreement shall be governed by the laws of the State of Florida.

14. Written notice shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

a. As to Tax Collector:

Cathy Curtis
Lee County Tax Collector
P. O. Box 850
Fort Myers, FL 33902

b. As to County:

Jim Desjarlais
Information Technology Manager
Lee County
P. O. Box 398
Fort Myers, FL 33902

IN WITNESS WHEREOF, the Parties have executed this Agreement, the Board of County Commissioners approved this Agreement on the _____ day of _____, 2004, and the Lee County Tax Collector's Office approved this Agreement on the _____ day of _____, 2004.

ATTEST:

LEE COUNTY TAX COLLECTOR

Joan Cayll

By: Catherine M. Curtis
Catherine M. Curtis

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of the County Attorney

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Joan Cayll

By: Catherine M. Curtis
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CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM

By: _____
Office of the County Attorney