

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 19, 2012

☒ Consent☐ Regular☐ Public Hearing☐ Workshop

Department:

Submitted by: Information Systems Services

Submitted for: Information Systems Services

I. EXECUTIVE BRIEF**Motion and Title: Staff recommends motion to:**

- A. Approve** the Agreement with the Ferd and Gladys Alpert Jewish Family & Children's Services, Inc. (JFCS), a nonprofit agency, to connect two buildings at separate locations to the Palm Beach County (County) Network at an estimated net first year revenue of \$10,200, for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party.
- B. Authorize** the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services up to maximum total revenue of \$50,000 annually per Task Order.

Summary: The JFCS wishes to connect to the Palm Beach County Network in order to receive broadband Internet access at the stated monthly rates. The County's Information Systems Services (ISS) Department will be responsible for providing Internet services. The JFCS agrees to reimburse the County for all network-related connection costs totaling \$4,805.46. This agreement is similar to existing agreements with other nonprofit agencies for network services. This network connection requires the County to pay Florida LambdaRail a third party connection of \$100 per month.
Countywide (PFK)

Background and Justification: This Agreement will enable JFCS to join other nonprofit agencies that have elected to enter into network sharing agreements with the County. ISS has promoted the concept of IT-service collaboration with public sector and non-profit organizations in Palm Beach County and the South Florida region by espousing the benefits of greater network bandwidth, reduced costs and opportunities to obtain IT-related services, including Internet access and connectivity to remote disaster recovery sites.

The County's fiber optic network and connection to the Florida LambdaRail is a valuable resource offered to all qualified organizations, including government, education, healthcare and non-profits. The Florida LambdaRail is a non-profit broadband network created to facilitate advanced research, education, and economic development activities in the State of Florida. This statewide network interconnects ten of the state's universities and is jointly owned by these same universities, including Florida Atlantic University, Florida State University and the University of Florida.

(Continued on page 3...)

Attachments:

1. Agreement with JFCS (3 originals)
2. Exhibit A (3 copies)
3. Task Order Form
4. Insurance Declaration Page (copy)

Recommended by:

Steve Bordon

Department Director

5/23/12

Date

Approved by:

[Signature]

County Administrator

6/15/12

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	\$4,805	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$6,505)</u>	<u>(\$10,200)</u>	<u>(\$10,200)</u>	<u>(\$10,200)</u>	<u>(\$10,200)</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$1,700)</u>	<u>(\$10,200)</u>	<u>(\$10,200)</u>	<u>(\$10,200)</u>	<u>(\$10,200)</u>

Additional FTE

Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget Yes X No

Budget Acct Number(s): Fund 0001 Dept. 490 Unit 1300 RevSrc 4900
Fund 3901 Dept. 491 Unit 1295 Object 4674

*Assumes a August 1, 2012 start date for the Description of Service.

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review:

Robert Chazal 5/22/12

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. & Control Comments:

WS 5/29/12 OFMB 5/30/12 5/24/12 5/31/12 Contract Administration 6-5-12 B. Wheeler 6/5/12

B. Legal Sufficiency:

Paul F. J. 6/6/12
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

Background and Justification

(Continued from page 1...)

On April 15, 2008, the Board of County Commissioners approved a contract between Palm Beach County and the Florida LambdaRail, LLC. The County utilizes this connection to provide faster broadband services for Internet access. The LambdaRail also facilitates disaster recovery and expanded access to data sources. Palm Beach County's network can now serve as the "last mile" connection for other public sector agencies interested in linking to the LambdaRail. Palm Beach County is the first local government to connect to the LambdaRail and our contract enables the County to serve as a re-seller of network access to the LambdaRail.

Faster Internet response time, access to offsite (backup) computing facilities and a lower cost of service provide strong incentives for public sector and nonprofit organizations to join the County's network. Existing network service agreements include the major educational institutions in Palm Beach County, municipalities, several nonprofit agencies and other taxing districts including the South Florida Water Management District and Children's Services Council.

This agreement provides for payments by the JFCS to reimburse the County for a one-time fee of \$4,805.46 to cover set-up and installation costs.

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

Agreement

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this _____ day of _____, 2012, by and between Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #591520581, ("JFCS"), and Palm Beach County ("County"), a political subdivision of the State of Florida.

WITNESSES THAT:

WHEREAS, the parties believe that additional advanced IT initiatives will come to fruition through the synergies of the County and JFCS working in unison; and

WHEREAS, in recognizing these facts, JFCS and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to JFCS for the purposes described in the attached Exhibit A. The County's IT services are further defined as any and all services related to the IT infrastructures, hardware, software, equipment, databases, applications, networks, professional services, disaster recovery services, including any IT resource under the control and direction of Palm Beach County ISS.

Section 2 Approval

The County approves of JFCS's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

Section 3 Term

The term of this Agreement, unless terminated as provided herein, is for a period of one (1) year. This Agreement shall automatically be renewed annually unless either party gives written notice of termination of this Agreement as provided for in Section 6 herein. The effective date is as shown on page 1 of this document.

Section 4 Resale of IT Services

JFCS shall not share or resell any portion of the County's IT Infrastructure or Services in any manner not approved of in this Agreement or without explicit written consent from Palm Beach County, which consent shall not be unreasonably withheld.

Section 5 Exhibits

Roles and responsibilities of the County and JFCS are described in the attached Exhibit A, and made a part hereof. The Exhibit(s) also set forth an issue communication, escalation and resolution process, as well as methodologies for billing and paying the quarterly service charges for IT services.

Section 6 Termination for Convenience

Either party may terminate its participation in this Agreement upon 90 days written notice to the other party. Notwithstanding the foregoing, each party shall endeavor to provide the other party with as much advance notice as practicable if it contemplates that it might desire to terminate this Agreement, so as to allow the non-terminating party the maximum amount of time to make alternative plans to replace the lost services/revenue. In such event, the terminating party shall pay all sums due through the effective date of the termination.

Section 7 Indemnification and Hold Harmless

The JFCS shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the JFCS.

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

Section 8 Insurance

- A. JFCS shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. JFCS shall agree to provide the County with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by JFCS are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by JFCS under the agreement.
- B. **Commercial General Liability:** JFCS shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the County's Risk Management Department. JFCS shall provide this coverage on a primary basis.
- C. **Additional Insured:** JFCS shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read:
- "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." JFCS shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Waiver of Subrogation:** JFCS hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then JFCS shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should JFCS enter into such an agreement on a pre-loss basis.

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

- E. **Certificate(s) of Insurance:** Prior to execution of this Agreement, JFCS shall deliver to the County's representative as identified in Article 11, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County Board of County Commissioners
c/o Steve Bordelon, Director, ISS
301 North Olive Ave, Room 801.10
West Palm Beach, Fl 33401

- F. **Umbrella or Excess Liability:** If necessary, JFCS may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- G. **Right to Review:** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has deployed reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

Section 9 Damage Caused by Disasters

Should the County's IT infrastructure be damaged or destroyed by a natural or man-made event to the extent that the cost to repair or replace these services becomes economically unfeasible, this Agreement is automatically terminated at the sole discretion of the County, unless the governing bodies of both JFCS and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution.

Section 11 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

To **Alpert Jewish Family & Children's Services**
5841 Corporate Way, Suite 200
West Palm Beach, FL 33407

To: **COUNTY:** Robert Weisman, County Administrator
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, 11th FL
West Palm Beach, FL 33401
Telephone: 561-355-2712

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 N. Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225

Section 12 Entire Agreement

This Agreement represents the entire agreement between JFCS and the County and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon JFCS and the County and their respective successors and assigns.

Section 13 Participation

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same

Section 14 Venue for Dispute Resolution

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

Agreement with Palm Beach County and Ferd and Gladys Alpert Jewish Family & Children's Services

Re: Palm Beach County ISS Services

Section 15 Binding Agreement

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

Section 16 Subject to Funding

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Section 17 Nondiscrimination

Both party's warrant and represent that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

Section 18 Access and Audits

The JFCS shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at JFCS's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of JFCS, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Agreement with Palm Beach County and Jewish Children Family Services
Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

**Palm Beach County, By Its
Board of County Commissioners**

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Paul F. J.
County Attorney

By: Steve Bordelon
Steve Bordelon, Director, ISS

**Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County,
Inc.**

By: Neil Newstein
Neil Newstein, CEO

(SEAL)

Witness:

By: Robert Pease
Robert Pease, Director of IT & Facilities

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.*

Re: Palm Beach County Network Services

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc. ("JFCS") in carrying out the terms of the Agreement regarding: Network Services as requested by the JFCS. This Exhibit delineates the services to be provided by ISS, establishes a problem resolution and escalation procedure, and describes the associated costs and payment requirements.

Section A: Annual Planning and Exhibit Review

There will be an annual review of this Exhibit. The Exhibit will document the types of Network Services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of the JFCS. Network Services must be approved by both ISS and the JFCS if said connection affects the entire Network. However, all Network Services must meet the agreed-upon technical specifications.

Section B: ISS's Responsibilities for Network Management

ISS shall be responsible for the routine, day-to-day management of ISS Network. Each party shall be responsible for day-to-day administration of the Network routes which they individually own.

ISS shall be responsible for maintaining the Primary Network and all auxiliary components of the Network which exclusively serve County facilities. ISS shall also maintain auxiliary portions of the Network which service both County and the JFCS facilities. The JFCS shall maintain that portion of its own Network which exclusively serves its facilities.

The Palm Beach County ISS Network Services Division (ISS) shall monitor bandwidth utilization on any Network link between ISS and the JFCS. ISS shall provide the JFCS with access to ISS's Network on a best-effort basis and as otherwise provided for herein.

***Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.***

Re: Palm Beach County Network Services

Should ISS perform repair and maintenance functions on behalf of the JFCS, it is with the understanding that ISS's responsibility extends only to the JFCS demarcation point. The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be ISS-owned Network equipment inside each of the JFCS buildings or facilities connected to the Palm Beach County Network (hereinafter referred to as "Demarcation Point"). Palm Beach County ISS will be responsible for maintaining all Network infrastructures to the point of the Network equipment connection to the JFCS Demarcation Point(s).

Maintenance and restoration work provided by ISS shall be limited to the WiMax radio, service drops and ISS routers installed at the JFCS. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the JFCS or any third party. Notwithstanding the foregoing, should the need arise for maintenance or restoration, the parties hereto may agree to an amendment to this Agreement permitting ISS to perform maintenance or restoration on the JFCS electronics or other equipment.

ISS shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. ISS shall abide by agreed upon security requirements of the JFCS. In the event that an outside contractor is needed, ISS shall select, supervise, and coordinate with the contractor to complete the repair.

Section C: Network Equipment Ownership

ISS shall own all of its Network equipment and assets. The JFCS shall continue to maintain ownership of its current network assets. Only ISS is permitted to connect, expand, or otherwise routinely modify its Network components. Furthermore, any and all technological changes relative to the Network will be implemented at the discretion of ISS. Notwithstanding the foregoing, ISS agrees to use its best efforts to keep pace with technological changes.

Should the JFCS receive grant funds to assist with the construction or maintenance of the Network, any provisions, limitations, or restrictions associated with the grant(s) shall not affect or apply to ISS, and vice versa.

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.*

Re: Palm Beach County Network Services

Section D: Network Connection

The JFCS will be provided with a WiMax radio connection and bandwidth capacity to meet the JFCS network service requirements as specified in this Exhibit. The JFCS shall pay all related connection costs, including the drop from the Network to the JFCS, all equipment necessary to utilize the Network for the intended purposes of the JFCS, all associated labor costs to connect to the JFCS facility, and the monthly service charge, all of which are set forth in this Exhibit.

Section E: Modifications to Network

If the JFCS proposes a modification or connection of a new building to the Network, it shall notify and submit any applicable construction documents to ISS at least 30 calendar days prior to the date construction activities are expected to commence. Should the planned activities of the JFCS require the Network to be upgraded, the JFCS shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement by ISS to participate in a cost-sharing arrangement for the modification.

ISS shall review the modification proposals as soon as practicable and will render recommendations with regard to the proposed modification. Any modifications or connections to the Network that may cause disruption or interference of service to any Network users shall be coordinated with the appropriate technical staff of both the JFCS and ISS. ISS agrees to perform such work at a time and in a manner to minimize disruption and interference to the Network users.

When either the JFCS or ISS enters into a contract with an outside contractor for Network-related services which benefit only that party, the contracting party shall be individually responsible for remitting payment to the contractor performing work on the Network, and the non-contracting party shall not be responsible or held liable for such payment. However, proposed changes to the Network must be communicated in writing to ISS for review and approval. The parties however agree to comply with Network security provisions.

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.*

Re: Palm Beach County Network Services

Section F: Network Interferences

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the JFCS. However, should any equipment owned by the JFCS render any harmful interference to ISS's Network equipment, County may disconnect any or all JFCS Network connections after informing the JFCS designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect the JFCS Network facilities. Immediate efforts will focus on attempting to resolve or remove the threat conditions. ISS shall be the sole party to determine if harmful interference has impacted ISS Network. County will utilize its best efforts to prevent any unanticipated Network outages should interferences be noted.

Section G: Damage Caused by Disasters

Should the Network sustain damage to an Auxiliary Route used only by either the JFCS or ISS, the owning party shall determine if the equipment will be repaired or replaced.

Section H: Network Security

The parties to this Exhibit acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. ISS has implemented reasonable steps and safeguards as part of a Network security program, but these systems may not be able to defeat every attempt to gain unlawful access to applications or data. Each party is responsible for protecting its own applications, databases, and servers. Each party however shall review each other's security procedures and notify each other with reasonable promptness of concerns or issues regarding the same.

***Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.***

Re: Palm Beach County Network Services

Section I: Description of Services

A. Baseline services from ISS will include:

1. Ongoing maintenance of connectivity to the demarcation point(s);
2. Central Network security will be maintained by ISS at the ISS router port that feeds the JFCS network router connection. If necessary, security may shut down the JFCS entire building feed to protect the networked systems from computer worms and viruses;
3. Network design;
4. Acquisition and management of Network assets;
5. Installation or relocation of Network connections, wiring upgrades, installation of bandwidth upgrades, or other specialized services;
6. Network equipment installation and maintenance;
7. Network security on ISS side of the demarcation point;
8. Monitoring of Network performance;
9. Trouble reporting and tracking;
10. Maintenance of the environmental factors in ISS's facilities and closets housing equipment crucial to the health and stability of the Network, including air conditioning, power conditioning, and UPS equipment, and;
11. Disaster recovery protection, system reliability, and stability during power outages.

B. JFCS Responsibilities

1. All intra-building Network maintenance and security within the Network room of the JFCS;
2. Ensuring that back-door connectivity behind the building router is prohibited;
3. Provisioning of its Dynamic Host Configuration Protocol (DHCP) services;
4. Building infrastructure connectivity;
5. All grid (jack), wiring identification, and tracking for the JFCS-owned facilities;

***Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.***

Re: Palm Beach County Network Services

6. Provide, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting. Initial diagnostic actions will ideally be performed by the JFCS technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the JFCS; and
7. The JFCS shall ensure that Network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate Network entry. The JFCS will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to ISS Network from the JFCS Network property.
8. The JFCS may request changes in Network equipment attachments services. Requests for changes shall be submitted to ISS Director, or designee, for action. The JFCS shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of Network services to additional sites indentified by the JFCS. The JFCS shall be responsible for all reasonable costs associated with requested changes to Network services approved by ISS, which approval shall not be unreasonably withheld.
9. The JFCS will provide, at its expense, the following equipment and facilities at each JFCS building (if required):
 - An environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet. This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment;
 - Air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the JFCS site; and the JFCS shall periodically monitor to ensure temperatures are within acceptable limits.
10. The JFCS shall adhere to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where Network access could be gained. Further the JFCS shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.*

Re: Palm Beach County Network Services

11. The JFCS shall promptly pay for ISS's reasonable charges, such charges being set out in Section VII of this Exhibit A, which will be invoiced quarterly.

Section J: Availability of ISS Network Services

ISS will provide the JFCS with access to the ISS Network on a best-effort basis. ISS's goal will be to provide 99.9% availability. ISS reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to the JFCS.

In the event that Network availability is documented by ISS and declared by the JFCS to be less than 99.9% for two (2) consecutive months, the JFCS shall not be liable for service charges beyond the date of said declaration of non-performance until service is satisfactorily restored. The reduction of previously paid or dismissal of unpaid service fees will be calculated on a pro-rata basis.

ISS will monitor the JFCS utilization of the Network to ensure sufficient capacity. Should the sustained Network usage exceed 60% for a period of 30 days or more, ISS will initiate a bandwidth upgrade. Estimated upgrade completion time is within 60 days.

Section K: Protocol for Reporting Network Service Problems

All service issues should be reported to the JFCS's IT support staff. If the JFCS's initial diagnosis of the reported problem indicates that it is related to Network connectivity (e.g., connection lost, slow response time) rather than a problem at the application, server, or desktop computer level, the IT technician should immediately report the service problem to the ISS Network Operations Center at 561-355-6700. All service problems reported by the JFCS will be recorded and tracked in ISS's Automated Help Desk System until problem resolution and service restoration. Response time service levels are established at the time the call is reported based on the severity of the issue. The service level target for problem diagnosis and response to the JFCS is within one (1) hour of the reported problem. ISS also employs an escalation process for problems which are not resolved according to the established standards.

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.*

Re: Palm Beach County Network Services

Section L: Access for Network Service and Maintenance

ISS shall coordinate with and obtain prior written approval from the JFCS designee as to the time of any planned maintenance, repair, or installation work. However, the JFCS shall provide ISS with access to its equipment on a 24-hour/7-day per week basis. During normal business hours, ISS shall ensure that all ISS personnel or contractors representing ISS sign in prior to commencing any work, and sign out prior to leaving the facility. On weekends, holidays, or after normal business hours, ISS's representative shall call the JFCS to report any emergency that requires access to any JFCS facility. The JFCS shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

ISS shall supply the JFCS with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the JFCS by ISS will be fingerprinted and shall be subjected to a "background check". All of ISS's contractors' employees, agents, contractors, and subcontractors must undergo a background check and fingerprinting in accordance with FBI CJIS security policies.

ISS represents that it has verified, prior to entering into this Exhibit, that neither ISS nor County's contractors, nor any of their respective employees, agents, or representatives who have been convicted or who are currently under investigation for a crime delineated in Florida Statutes §435.04 shall have access to the JFCS buildings under the Agreement.

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.
Re: Palm Beach County Network Services*

Section M: Issue Escalation Contacts:

Palm Beach County ISS

Palm Beach County 24x7 Network Services Help Desk: 561-355-6700

Michael Butler, Director of ISS Network Services:
561-355-4601 (office)
561-722-0850 (cell)

Phil Davidson, Deputy Director of ISS Operations:
561-355-3956 (office)
561-722-3349 (cell)

Steve Bordelon, Director of ISS:
561-355-2394 (office)
561-386-6239 (cell)

The JFCS Information Services

Name, Title:	Robert Pease, Director of IT and Facilities
Phone (office)	(561) 684-1991
Phone (cell)	(561) 238-0271

Name, Title:	Donna Kane, CFO
Phone (office)	(561) 238-0267
Phone (cell)	(561) 214-1324

Section N: Fees and Charges for Network Connectivity and Related Services

One of the goals of this Agreement is to establish the lowest competitive pricing for ISS's Network Services provided to the JFCS.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the Network and Network equipment at the JFCS buildings. The JFCS will be responsible for reimbursement to ISS of said costs, estimated at the time of Agreement to be \$4,805.46, as described in the Table below.

**Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.**

Re: Palm Beach County Network Services

Service charges will be assessed on a monthly basis, and ISS will invoice the JFCS quarterly as shown in Table below.

JFCS Network Service and Billing Matrix							
Location	Service Start Date	Bandwidth	Installation Charge *	Monthly County Charge	Monthly FL LambdaRail ("FLR") Charge **	NWRDC Charge ***	Yearly Charge excluding Installation
5841 Corporate Way		20Mbps	Installation conduit/equip: <u>\$409.23</u> Alvarion WiMax Radio <u>\$1950.00</u>	\$600	\$100	N/A	\$8,400
5887 Lake Worth Road		10Mbps	Alvarion WiMax Radio <u>\$1950.00</u> Installation conduit/equip: <u>\$496.23</u>	\$150	N/A	N/A	\$1,800
TOTALS			\$4,805.46	\$750.00	\$100.00	N/A	\$10,200

*This is an estimated cost. The actual final cost for this installation will be billed to the customer as a one-time invoice based on (1) billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.

** FLR charges the County this fee to connect the JFCS to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the JFCS (See Section N1 Cost Components)

*** An additional service charge of \$100 per month will be added for connectivity to the Northwest Regional Data Center (NWRDC) located in Tallahassee, FL if the JFCS chooses to use the NWRDC for hosting services. The JFCS may contract directly with NWRDC for hosting services or may use ISS provided hosting at NWRDC. If the JFCS chooses to utilize ISS provided hosting, a separate fee schedule for Hosting Services will be provided. Charges shall be assessed on a quarterly basis, and ISS will invoice the JFCS quarterly.

*Agreement with Palm Beach County and
Ferd and Gladys Alpert Jewish Family & Children's Service of Palm Beach County, Inc.*

Re: Palm Beach County Network Services

N1. Cost Components

The monthly FLR fee identified above includes direct costs incurred by ISS to connect to the FLR. In the event the Board of Directors of the FLR implement a pricing change, ISS agrees to review the financial impact and make appropriate rate adjustments on an annual basis.

N2. Billing and Payment

The County shall submit quarterly invoices to the JFCS which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within 45 days of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

Upon the JFCS's request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist the JFCS in the execution of certain Information Technology responsibilities. ISS provides a myriad of Network Services besides gaining access to the Palm Beach County Fiber Network (PBCnet). These additional services can be requested by submitting a Task Order (Attachment 1). These services are charged at the rate of \$125 / hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The JFCS is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the the JFCS. The JFCS agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

ISS reserves the right to review the fees for this Agreement on a yearly basis and make appropriate rate adjustments. Should an increase be warranted, 60 days notice will be provided. Any such appropriated rate adjustments shall be reduced to writing via an Amendment to this Agreement to be executed by all parties.



Attachment 1
Palm Beach County
Information Systems Services
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: Ferd and Gladys Alpert Jewish Family and Children's Service of
Palm Beach County, Inc.

Type of Service:

Location of Service:

Contact Name:

Contact Phone:

Contact eMail:

Requested Date for Completion:

Description of Service/Deliverables +/-

Estimated Amount:

ISS Project Manager/Director: _____ Date: _____

Project Office: _____ Date: _____

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

Ferd and Gladys Alpert Jewish Family &
Children's Service of Palm Beach County,
Inc.

COUNTY ATTORNEY

Neil Newstein, CEO

Client#: 79875

JEWISFAM1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406	CONTACT NAME: Ryan Edelson PHONE (A/C, No, Ext): 561-209-1687 FAX (A/C, No): 866-795-1368 E-MAIL ADDRESS: redelson@niagroup.com
INSURED Ferd & Gladys Alpert Jewish Family Children's Service of Palm Beach County 5841 Corporate Way, Suite 200 West Palm Beach, FL 33407	INSURER(S) AFFORDING COVERAGE INSURER A : New Hampshire Insurance Company NAIC # 23841 INSURER B : New Hampshire Insurance Company NAIC # 23841 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		01LX0092725845	09/01/2011	09/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01LX0092725845	09/01/2011	09/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000 OCCUR CLAIMS-MADE		01UD0002745225	09/01/2011	09/01/2012	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		01LX0092725845	09/01/2011	09/01/2012	Incl. in General Liab

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, is named as additional insured. Ferd and Gladys Alpert Jewish Family and Childrens Service of Palm Beach County, Inc. provides that the additional insured endorsement will be on a primary basis.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Board of
County Commissioners c/o Steve B
301 North Olive Ave., Rm 801.10
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

