



## 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	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(\$0)	(\$20,000)	(\$10,000)	(\$10,000)	(\$10,000)
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>
<b>NET FISCAL IMPACT</b>	<b><u>(\$0)</u></b>	<b><u>(\$20,000)</u></b>	<b><u>(\$10,000)</u></b>	<b><u>(\$10,000)</u></b>	<b><u>(\$10,000)</u></b>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Budget	Yes <u>X</u>		No <u>  </u>		
Budget Acct Number(s):	Fund <u>0001</u>	Dept. <u>490</u>	Unit <u>1300</u>	RevSrc <u>4900</u>	

\*Assumes an October 1, 2012 start date for the Description of Service.

### B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: Tom K. Basal 8/17/12

## III. REVIEW COMMENTS

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

<u>Deborah S. Barbero</u> OFMB 8/21/12	<u>Dr. J. Gaudin</u> Contract Administration 8/21/12
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### B. Legal Sufficiency:

Paul F. Jr.  
 Assistant County Attorney  
 8/29/12

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

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

*Agreement with Palm Beach County and The Town of Palm Beach*

*Re: Palm Beach County ISS Services*

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between The Town of Palm Beach ("Town") and Palm Beach County ("County") a political subdivision of the State of Florida.

### **WITNESSES THAT:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, Town and the County have recognized the need for Town to obtain IT services for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County Information Systems Services ("ISS") to leverage their resources for the greater good of citizen's of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services.

**WHEREAS**, Town and the County have recognized the need for the County to provide IT services to Town and to allow the County to provide whatever IT services as the County may deem desirable as defined in the attached Exhibit(s); and

**WHEREAS**, the County and Town have demonstrated needs for these IT services and both parties are supported by local tax dollars, are stewards of public funds, and are therefore responsible for taking steps to control costs and maximize the potential use of technology in their respective organizations; and

***Agreement with Palm Beach County and The Town of Palm Beach***

***Re: Palm Beach County ISS Services***

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and Town utilizing common IT resources rather than duplicating facilities and increasing the cost burden borne by both the County and the citizen's obtaining services from public sector organizations.

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

**WHEREAS**, in recognizing these facts, Town 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 Town 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 Town's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A.

**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.

*Agreement with Palm Beach County and The Town of Palm Beach*

*Re: Palm Beach County ISS Services*

**Section 4    Resale of IT Services**

Town 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 Town 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. Termination of this Agreement by either party may also be contingent upon the annual appropriation for these services by the party's governing body.

**Section 7    Indemnification**

The Town and the County recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.

*Agreement with Palm Beach County and The Town of Palm Beach*

*Re: Palm Beach County ISS Services*

**Section 8 Insurance**

Each party agrees to maintain sufficient professional, general liability, and workers' compensation coverage, unless self-insured, regarding its respective liability throughout the term of this Agreement. This Agreement does not provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege, except the provisions hereof involving indemnification or limitation of liability of Town and the County.

**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 Town 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 The Town of Palm Beach***

***Re: Palm Beach County ISS Services***

To: **TOWN:** Peter B. Elwell, Town Manager  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

To: **COUNTY:** Robert Weisman, County Administrator  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 11<sup>th</sup> 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 Town 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 Town and the County and their respective successors and assigns.

**Section 13 Filing**

This Agreement shall be filed with the Palm Beach County Clerk & Comptroller's Office.

**Section 14 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.

*Agreement with Palm Beach County and The Town of Palm Beach*

*Re: Palm Beach County ISS Services*

**Section 15 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.

**Section 16 Binding Agreement**

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

**Section 17 Subject to Funding**

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose.

**Section 18 Nondiscrimination**

Both parties 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 19 Access and Audits**

The Town 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 Town'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 Town, 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 The Town of Palm Beach**

**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

**TOWN OF PALM BEACH**

**ATTEST:**

By: Susan A. Owens  
Susan A. Owens, MMC, Town Clerk

By: Peter B. Elwell  
Peter B. Elwell, Town Manager

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Town Attorney

*Agreement with Palm Beach County and Town of Palm Beach  
Re: Palm Beach County Digital Imaging Services*

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES DIGITAL IMAGING SERVICES**

The purpose of this Exhibit is to identify the roles and responsibilities of the County ("ISS") and the Town of Palm Beach ("Town") in carrying out the terms of the Agreement regarding: Digital Imaging Services as requested by Town . 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**

An annual review of this Exhibit will be done to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

#### **Section B: Description of Services**

1. The Town has approximately 29,000 of standard or legal size and approximately 4000 planning size (24 x 36) documents that will be scanned by ISS digital imaging services. This estimate does not limit the number of documents to be scanned under this Agreement. Additional documents may be identified by the Town to be scanned.
2. Provide, at no charge, pickup of documents to be scanned, four (4) box minimum. Documents will be picked up at 360 South County Road, Palm Beach, FL 33480. Each pickup of material will be assigned a unique batch number with a formal sign off from both parties as depicted in "Attachment 1". The batch number will be used to track documents and costs throughout the digital imaging process.
3. Provide secure storage of documents during the digital imaging process.
4. Provide image capture in black & white and color up to 11" x 17" in a format that meets with the approval standards for the Town of Palm Beach. Local government standards require all documents to be scanned at 300 dpi or higher. ISS will comply with this requirement. The Town of Palm Beach can request a higher resolution in writing using the Task Order form.
5. Provide large format image capture in black & white, color and/or grayscale over 11" x 17", which is typically 24" x 36" up to 42", in a format that meets the approval standards for the Town of Palm Beach. Local government standards require all documents to be scanned at 300 dpi or higher. ISS will comply with this requirement. The Town of Palm Beach can request a higher resolution in writing using the Task Order form.
6. Provide for delivery of scanned images using secured FTP, VPN, CD, DVD or other means as specified by the Town.

*Agreement with Palm Beach County and Town of Palm Beach  
Re: Palm Beach County Digital Imaging Services*

7. Provide, at no charge, return of documents after the digital imaging process has completed unless the documents are authorized for shredding. ISS will contact both the primary and secondary contact as defined by the Town. There will be a formal signoff documenting the return of the documents. This signoff will serve as notification that the batch is ready for quality and completeness review.
8. Provide sufficient storage on ISS servers to allow the Town sufficient time to review the digitized documents. Documents will be stored in a folder structure with the batch number as the folder name. These files will remain on the server until ISS receives formal notification that the batch has been reviewed for quality and completeness. ISS will store no more than four (4) active batches at any given time.
9. Documents received by the ISS Scanning Services section are stored in an air conditioned room with access controlled by the County's badge reader system. There is a single door to this room which remains closed 24 hours/day with access rights granted to very few County personnel. The door is monitored 7x24 via security camera. Scanning stations are located just outside this room which is also a secured area with limited access keeping documents secure during the work day. Staff currently removes materials from the room for scanning subsequently returning them once scanning is complete or at the end of the work day. Documents will remain in the secured room during the scanning validation process and removed once authorization has been given to destroy them. Documents to be destroyed will be shredded or returned to the Town of Palm Beach immediately upon removal from the room. Scanned images are stored on a server with read access limited to server administrators and personnel in the scanning section. These images will be removed by scanning personnel once the validation process is complete and authorization has been received (reference item #8 above)
10. ISS will provide document preparation services if needed after proper training from the Town.

**Section C: Town of Palm Beach Responsibilities:**

1. Provide a predefined pickup location along with primary and secondary contact names with phone numbers and email addresses.
2. Document Prep - Prepare all documents to be scanned by removing all staples, paper clips or any other type of binding used to hold documents together. Documents with taped on messages must be copied first and placed back in the file with the original. Pictures must not be taped to documents. Pictures can be copied as mentioned above or left in place for color scanning. Cover sheets must be placed throughout the batch identifying index information for subsequent document scans.
3. Ensure that all documents to be scanned have been properly documented on the appropriate State of Florida Records Disposition Document, and have been authorized for scanning disposition by the Town's State Records Management Liaison Officer.

*Agreement with Palm Beach County and Town of Palm Beach  
Re: Palm Beach County Digital Imaging Services*

4. Contact ISS staff via email when a minimum of four (4) boxes are ready for pickup.
  - a. [mchauvin@pbcgov.org](mailto:mchauvin@pbcgov.org)
  - b. [tfurlani@pbcgov.org](mailto:tfurlani@pbcgov.org)
  - c. [etragas@pbcgov.org](mailto:etragas@pbcgov.org)
5. Acknowledge pickup of documents from ISS personnel by keeping a log similar to "Attachment 1" and providing a signature.
6. Acknowledge return of documents from ISS personnel once digital imaging is complete by providing a signature.
7. Contact ISS staff via email once each batch has been reviewed for quality and completeness. This task should be done in a timely manner to minimize resources required on ISS servers for storing document images.

**Section D: Issue Escalation Process**

The digital imaging services are to be completed with no definitive time line given for document pickup or return due to the current work loads of both ISS and the Town. ISS provides digital imaging services for multiple clients with varying or seasonal work load which may delay digital imaging of some batches depending on when they are ready for pickup. ISS will make every attempt to keep the services progressing on a consistent basis with a high level of quality.

There will be a two step quality review process in digital imaging documents for the Town. The first requires ISS staff view the images as the documents are being scanned. The second requires ISS staff will review each document a second time after documents are scanned and make corrections when necessary.

Images written to a CD or DVD will be reviewed after the images are burned to ensure that the file(s) can be opened and are readable.

If the Town finds a problem with the scanned documents in any batches during their review process they should contact ISS via email to get the documents rescanned. ISS will make arrangements to pick up the documents in question.

For any issues that are deemed not sufficiently resolved in terms of quality, completeness or timeliness any of the following can be contacted:

**Palm Beach County ISS**

Mark Chauvin, Supervisor Production Support  
561-355-1568

*Agreement with Palm Beach County and Town of Palm Beach  
Re: Palm Beach County Digital Imaging Services*

**Palm Beach County ISS (continued)**

Ken West, Systems Architecture Analyst  
561-355-2677

Phil Davidson, Deputy Director of ISS  
561-355-3956

**Town Information Services**

Name, Title: Spencer Wilson, Information Systems Manager  
Phone (office): (561) 227-6310  
Email: [swilson@TownofPalmBeach.com](mailto:swilson@TownofPalmBeach.com)

Name, Title: Terri Bayard, Information systems Specialist  
Phone (office): (561) 227-6314  
Email: [tbayard@TownofPalmBeach.com](mailto:tbayard@TownofPalmBeach.com)

**Section E: Fees and Charges for Digital Imaging and Shredding Services:**

Counts for all billable items will be tracked by batch number as depicted in "Attachment 1". The Town will be able to track costs as batches of documents are returned. Final billing of each batch will not occur until the batch has been reviewed and accepted by the Town.

Black/White up to 11" x 17" @ \$.055 per page for scanning. This charge will be tracked by a click counts as reported by the digital imaging equipment.

Color up to 11" x 17" @ \$.10 per page for scanning. This charge will be tracked by a click counts as reported by the digital imaging equipment.

Planning sized documents 24" x 36" (up to 42" wide) B/W, Color, Grayscale @ \$.50 per page for scanning. This charge will be tabulated manually then verified for accuracy by reviewing the digital images.

Shredding of all scanned documents is included in the scanning charges. The Town will perform Quality Assurance (QA) of the documents on-site at ISS and will authorize the shredding when QA has been completed.

Indexing (up to 20 characters per field) @ \$.045 per field. This cost will be driven by the number of indexes deemed necessary by the Town.

Document preparation (including graphite for embossed seals) @ \$11.25 per hour.

CD/DVD of documents @ \$9.00 per CD/DVD

All of the final batch tracking documents, "Attachment 1", will be scanned and retained for the duration of the Agreement.

*Agreement with Palm Beach County and Town of Palm Beach  
Re: Palm Beach County Digital Imaging Services*

**Section F: Billing and Payment**

The County shall submit quarterly invoices to Town 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.

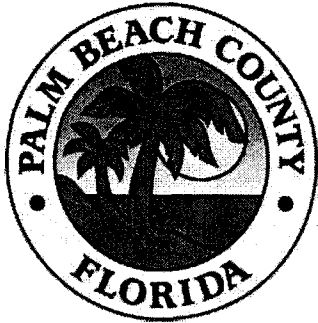
Upon Town prior approval or request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist Town in the execution of certain Information Technology responsibilities. ISS provides a myriad of Digital Imaging services. These additional services can be requested by submitting a Task Order (Attachment 2). Professional services are charged at the rate of \$125 / hour and/or at the standard rates as specified in this Exhibit, 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. Town is responsible for all associated costs for these additional resources. An estimate for each task order will be available upon request by the Town. Town agrees to fully reimburse ISS for all reasonable 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  
DIGITAL IMAGING PROJECT TRACKING for the TOWN OF PALM BEACH**

<b>Batch Number</b>	<b>00001</b>						
Pickup Date		Return Date		Town Quality Check Completion Date			
ISS Signature		ISS Signature					
Town Signature		ORG Signature					
The following to be completed by ISS Scanning Personnel:							
		Documents Scanned		Indexes	Doc Prep	Authorized	CD's - DVD's
Scan Date / Initials	Black / White	Color	Large Format	Created	Hours	Initials	Created
<b>Total for Batch 00001</b>							



Attachment 2  
Palm Beach County  
**Information Systems Services**  
Task Order < \$50,000

Task Order #:

Original Agreement #R:

Organization requesting services: The Town of Palm Beach

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: \_\_\_\_\_  
(Print)

Project Office: \_\_\_\_\_ Date: \_\_\_\_\_  
(Print)

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

TOWN OF PALM BEACH

\_\_\_\_\_  
COUNTY ATTORNEY

\_\_\_\_\_  
(Print)