

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

Meeting Date: October 2, 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 Workforce Alliance, Inc. (WFA) to:

1. Connect their home office located at 1951 N. Military Trail, West Palm Beach, to the Palm Beach County (County) Regional Network at an estimated net first year revenue of \$1,800 for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party; and
2. Lease space in the County Data Center to WFA where they will maintain backup equipment for their Disaster Recovery program, at an estimated net first year revenue of \$11,820 for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party.

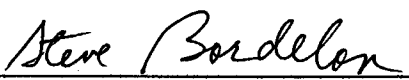

B. Authorize the County Administrator or his designee, ISS Director, to approve and execute Task Orders associated with these services up to maximum total revenue of \$50,000 per Task Order.

Summary: WFA wishes to connect to the Palm Beach County Network in order to transport critical data that may need to be recovered following an event that has affected their primary storage facility or equipment. This data will be transported to their computer equipment in the ISS Data Center located at the Emergency Operations Center on Military Trail in West Palm Beach. The County will not incur any costs associated with this project other than staff time involved in planning and managing this agreement, which is similar to existing agreements with other municipalities for network and disaster recovery services (listing attached). District 7 (PFK)

Background and Justification: Since 2008, the Board of County Commissioners has approved network services agreement with more than 40 government, education and non-profit organizations. Most of these agreements enable access to the Florida LambdaRail, commodity pricing for Internet services and economical access to Disaster Recovery facilities. This particular agreement with WFA includes co-location of WFA computer server equipment within the County's enterprise data center which will be possible via the WFA's connection to the County network. These agreements offer the benefits of reduced costs and increased network bandwidth for agencies connecting to the County network. Agreements for shared services currently generate more than \$500,000 in annual revenues which help offset the County's costs of providing network services. Such collaboration projects support the more efficient utilization of taxpayer-funded resources.

Attachments:

1. Interlocal Agreement with Workforce Alliance (3 originals)
2. Certificate of Liability Insurance

Recommended by:		9/11/2012
	Department Director	Date
Approved by:		9/12/12
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures	\$11,644	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	(24,129)	(\$13,620)	(\$13,620)	(\$13,620)	(\$13,620)
Program Inc (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	\$(12,485)	\$(13,620)	\$(13,620)	\$(13,620)	\$(13,620)
 # Additional FTE Positions (Cumulative)	 0	 0	 0	 0	 0
Is Item Included in Current Budget	Yes <u>X</u>	No <u> </u>			
Expenditure Budget: Fund <u>3901</u>	Dept. <u>491</u>	Unit <u>1255</u>	Obj <u>6999</u>		
Revenue Budget: Fund <u>0001</u>	Dept. <u>490</u>	Unit <u>1300</u>	RevSrc <u>4900</u>		

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

B. Recommended Sources of Funds / Summary of Fiscal Impact

C. Department Fiscal Review: *[Signature]* 9/14/12

III. REVIEW COMMENTS

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

[Signature] 9/16/12 OFMB *9/15/12* *[Signature]* 9/11/12 Contract Administration

B. Legal Sufficiency:

[Signature] 9/12/12
Assistant County Attorney

C. Other Department Review:

Department Director

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

Agreement with Palm Beach County and Workforce Alliance, Inc.

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 Workforce Alliance, Inc., a Florida Non-Profit corporation, Federal Employer ID #650709274, ("WFA"), 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 WFA working in unison; and

WHEREAS, in recognizing these facts, WFA 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 WFA for the purposes described in the attached Exhibit(s). 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 WFA's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit(s).

Agreement with Palm Beach County and Workforce Alliance, Inc.

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

WFA 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 WFA are described in the attached Exhibit(s) and made a part hereof. The Exhibits also set forth an issue communication, escalation and resolution process, as well as methodologies for billing and paying the 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 WFA 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 WFA.

Agreement with Palm Beach County and Workforce Alliance, Inc.

Re: Palm Beach County ISS Services

Section 8 Insurance

- A. WFA 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. WFA 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 WFA are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by WFA under the agreement.
- B. **Commercial General Liability:** WFA 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. WFA shall provide this coverage on a primary basis.
- C. **Additional Insured:** WFA 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, is named as additional insured" WFA shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Waiver of Subrogation:** WFA 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 WFA 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 WFA enter into such an agreement on a pre-loss basis.

Agreement with Palm Beach County and Workforce Alliance, Inc.

Re: Palm Beach County ISS Services

- E. **Certificate(s) of Insurance:** Prior to execution of this Agreement, WFA 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, WFA 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 Workforce Alliance, Inc.

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 WFA 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 Workforce Alliance, Inc.

Re: Palm Beach County ISS Services

To: **WFA** Workforce Alliance, Inc.
 315 Dixie Highway
 West Palm Beach, FL 33401

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 WFA 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 WFA 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 Workforce Alliance, Inc.

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 WFA 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 WFA'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 WFA, 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 Workforce Alliance, Inc.

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

Workforce Alliance, Inc.

By: Steve Craig
Steve Craig, CEO

By: Erica Scarpati
Erica Scarpati, CFO

(SEAL)

Witness:

By: [Signature]
(Print Name, Title)

Agreement with Palm Beach County and Workforce Alliance

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 Workforce Alliance, Inc. (WFA) in carrying out the terms of the Agreement regarding: Network Services as requested by WFA. 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 WFA. Network Services must be approved by both ISS and WFA 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 WFA facilities. WFA 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 WFA. ISS shall provide WFA with access to ISS's Network on a best-effort basis and as otherwise provided for herein.

Agreement with Palm Beach County and Workforce Alliance

Re: Palm Beach County Network Services

Should ISS perform repair and maintenance functions on behalf of WFA, it is with the understanding that ISS's responsibility extends only to WFA 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 WFA 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 WFA Demarcation Point(s). Entrance facilities at WFA locations from road to Demarcation Point belong to WFA whereas the fiber within may belong to ISS.

Maintenance and restoration work provided by ISS shall be limited to the fiber optic cable and service drops, the individual fibers within the cable and service drops, and ISS routers installed at WFA. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by WFA 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 WFA 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 WFA. 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. WFA 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 WFA 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 Workforce Alliance

Re: Palm Beach County Network Services

Section D: Network Connection

WFA will be provided with a connection to the Palm Beach County fiber network to meet WFA network service requirements as specified in this Exhibit. WFA shall pay the installation charges and monthly charges as set forth in this Exhibit.

Section E: Modifications to Network

If WFA 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 WFA require the Network to be upgraded, WFA 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 WFA 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 WFA 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 Workforce Alliance

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 WFA. However, should any equipment owned by WFA render any harmful interference to ISS's Network equipment, County may disconnect any or all WFA Network connections after informing WFA designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect WFA 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 WFA or ISS, the owning party shall determine if the cable 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 Workforce Alliance

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 WFA network router connection. If necessary, security may shut down WFA 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. WFA Responsibilities

1. All intra-building Network maintenance and security within the C124 Network room of WFA;
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 WFA-owned facilities;
6. Provide, where possible, Network engineers or technicians to assist with all portions of Network equipment attachments, from provisioning to

Agreement with Palm Beach County and Workforce Alliance

Re: Palm Beach County Network Services

troubleshooting. Initial diagnostic actions will ideally be performed by WFA technical staff to evaluate whether the cause of any system problem is associated with factors under the control of WFA; and

7. WFA 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. WFA will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to ISS Network from WFA Network property.
8. WFA may request changes in Network equipment attachments services. Requests for changes shall be submitted to ISS Director, or designee, for action. WFA 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 WFA. WFA 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. WFA will provide, at its expense, the following equipment and facilities at each WFA 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 WFA site; and WFA shall periodically monitor to ensure temperatures are within acceptable limits.
10. WFA 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 WFA shall ensure that it has robust and efficient security software and procedures in place to prevent unauthorized access to the Network.
11. WFA shall promptly pay for ISS's reasonable charges, such charges being set out in Section N of this Exhibit A, which will be invoiced quarterly.

Agreement with Palm Beach County and Workforce Alliance

Re: Palm Beach County Network Services

Section J: Availability of ISS Network Services

ISS will provide WFA 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 WFA.

In the event that Network availability is documented by ISS and declared by WFA to be less than 99.9% for two (2) consecutive months, WFA 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.

Section K: Protocol for Reporting Network Service Problems

All service issues should be reported to WFA's IT support staff. If WFA'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-HELP (4357). All service problems reported by WFA 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 WFA 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 Workforce Alliance

Re: Palm Beach County Network Services

Section L: Access for Network Service and Maintenance

ISS shall coordinate with and obtain prior written approval from WFA designee as to the time of any planned maintenance, repair, or installation work. However, WFA 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 WFA to report any emergency that requires access to any WFA facility. WFA shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

ISS shall supply WFA with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to WFA by ISS must 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 WFA buildings under the Agreement.

Agreement with Palm Beach County and Workforce Alliance

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-HELP (4357)

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)

WFA Information Services

Name, Title: Rich Medel, IT Director
Phone (office): (561) 340-1050 Ext. 2401
Phone (cell): (561) 543-4408

Name, Title: Chuck Hunter, IT Technician
Phone (office):
Phone (cell): (561) 313-2242

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 WFA.

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 WFA building. WFA will be responsible for reimbursement to ISS of said costs, estimated at the time of Agreement to be \$11,143.95, as described in the Table below.

Agreement with Palm Beach County and Workforce Alliance

Re: Palm Beach County Network Services

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

Workforce Alliance Network Service and Billing Matrix							
Location	Service Start Date	Bandwidth	Installation Charges *	Monthly County Charges	Monthly FL LambdaRail ("FLR") Charges **	NWRDC Charges ***	Yearly Charges excluding Installation
1951 N. Military Trl WPB, FL	9/1/2012	10 Mb	\$11,143.95	\$150	0	0	\$1,800
TOTALS			\$11,143.95	\$150			\$1,800

*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 WFA to the FLR via PBCnet. Since WFA will NOT be using Palm Beach County Internet Services, this fee is not applicable.

*** 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 WFA chooses to use the NWRDC for hosting services. WFA may contract directly with NWRDC for hosting services or may use ISS provided hosting at NWRDC. If WFA 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 WFA quarterly.

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.

Agreement with Palm Beach County and Workforce Alliance

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N2. Billing and Payment

The County shall submit quarterly invoices to WFA 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 WFA request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist WFA 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. WFA is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the WFA. WFA 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.

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Re: Palm Beach County Co-Location Services

EXHIBIT B

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) CO-LOCATION / DISASTER RECOVERY SERVICES

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and Workforce Alliance, Inc. (WFA) in carrying out the terms of the Agreement regarding: Co-Location (Leased) / Disaster Recovery Services as requested by WFA. 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 I. Annual Planning and Exhibit Review

There will be an annual review of this Exhibit. The Exhibit will document the types of Co-Location (Leased) / Disaster Recovery Services to be provided under the Agreement, as well as the annual cost of these services, and the roles and responsibilities of each participant.

Section II. Description of Services

A. Baseline services from ISS will include:

1. Leased Rack space for WFA server and SAN in the County Emergency Operations facility.
2. Provide (2) 30 amp electrical circuits of conditioned, uninterrupted power to a quarter portion of a single rack. Power for the WFA equipment will be available at least 99.5% of uptime 24x7, 365 days a years, excluding scheduled maintenance.
3. Provide connectivity to a 1.0 Gbps network switch.
4. Physical system security will be maintained by ISS of WFA servers and storage that services the organization disaster recovery services.
5. Trouble reporting and tracking.

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6. Maintenance of the environmental factors in the facilities, including air conditioning, power conditioning, and UPS equipment.
7. Provide visual monitoring of WFA equipment and physical assistance for powering off and/or on the equipment during general hours of operation support. WFA equipment shall not be physically touched unless instructed to do so by authorized WFA personnel.
8. Accompany WFA IT staff or vendor repair personnel, as needed, when physical access is needed with the Emergency Operations Data Center.

Note: General hours of operational support are 7:00 am to 5:00 pm EST/EDT, Monday through Friday, excluding holidays. Emergency services are available by calling the ISS Solution Center at 561-355-HELP (4357), which is available on a 24x7 basis.

B. Workforce Alliance Responsibilities:

WFA responsibilities and/or requirements in support of this agreement include:

1. Installation or relocation of WFA server/SAN, system upgrades and patches, or other specialized services.
2. Ongoing maintenance of WFA server and SAN to be housed in the County facility.
3. Provide ISS with a process for contacting appropriate staff should an issue arise that requires activity on the part of WFA as it relates to WFA equipment.
4. Monitoring of system performance.
5. Trouble reporting and tracking.
6. Customers are responsible for acquiring legal licenses for all software.
7. Advanced scheduling of all service related requests and other special services with ISS.

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8. Minimum of 48 hour notice required for non-scheduled maintenance unless it is a critical emergency (high impact to customers). This will be done outside of the normal Mon-Fri 8-5 business hours.
9. If the WFA systems are compromised via the application layer, ISS will disconnect the servers from the network. It is the application owner's responsibility to address both the compromised system as well as the associated service outage.

III. Availability of ISS Server and Storage Services

ISS will provide WFA with leased server and storage facility space. ISS reserves the right to prioritize its maintenance and recovery efforts, while at the same time providing availability to WFA.

In the event that system availability is documented by ISS and declared by WFA to be less than 99.9% for two (2) consecutive months, WFA shall not be liable for service fees 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-rated basis.

IV. Protocol for Reporting Co-Location and DR Service Problems

All service issues should be reported to WFA's IT support staff. If WFA's initial diagnosis of the reported problem indicates that it is related to server or storage availability (e.g., connection lost, slow response time) rather than a problem at the application or desktop level, the technician should immediately report the service problem to the ISS Network Operations Center at 355-HELP (4357). All service problems reported by WFA 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 organization 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.

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Re: Palm Beach County Co-Location Services

V. Problem Escalation Contacts:

The following escalation path should be followed should any issues arise:

First Contact: Palm Beach County 24x7 Network Operations Center: 561-355-HELP (4357)

Michael Strivelli, Senior Manager of ISS Computing Platform Services:

561-355-4252 (office)

561-722-3826 (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)

561-713-3197 (cell)

Hours of Operation: 6:00 am to 12:00 pm

ISS Emergency Contact Information:

Santhosh Samuel, Microsoft Server Manager

Cell - 561 628 2205

Office - 561-355-6268

WFA Emergency Contact Information:

Richard Medel, IS Director

Cell - 561 543 4408

Office - Tel: (561) 340-1060 Ext.2401

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Re: Palm Beach County Co-Location Services

VI. Fees and Charges for Co-Location (Leased) Services

The billing method and fees associated with provision of Co-location (leased) and Disaster Recovery services by ISS to WFA shall be based on the table below:

ISS Service Component	Unit	ISS Pricing	WFA Monthly Charges	WFA Annual Charges
Recurring				
Rack	Full	\$ 140	0	
	Half	\$ 70	0	
	Qtr	\$ 35	\$35	\$420
Network Connection		\$ 250	\$250	\$3,000
Power (PDUs)	20 Amp	\$ 200		
	30 Amp	\$ 300	\$600	\$7,200
	50 Amp	\$ 1,000		
Service Fee		\$ 100	\$100	\$1,200
Total Estimated Recurring			\$985	\$11,820
One Time Fee				
Set Up Fee		\$ 500		\$500

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Re: Palm Beach County Co-Location Services

VIII. Server/Storage Housing

The proposed system will be housed within the computer room of the County's Emergency Operation Center on Military Trail in West Palm Beach. The system is designed with full redundancy throughout the entire structure. This includes redundancy from the firewalls all the way through to WFA's server and storage.

System responsibilities will be shared with ISS providing full network administration services along with continuous monitoring and 7 by 24 on-call support as well as facility maintenance and monitoring. WFA will be responsible for their server and storage system.

VIII. Disaster Recovery

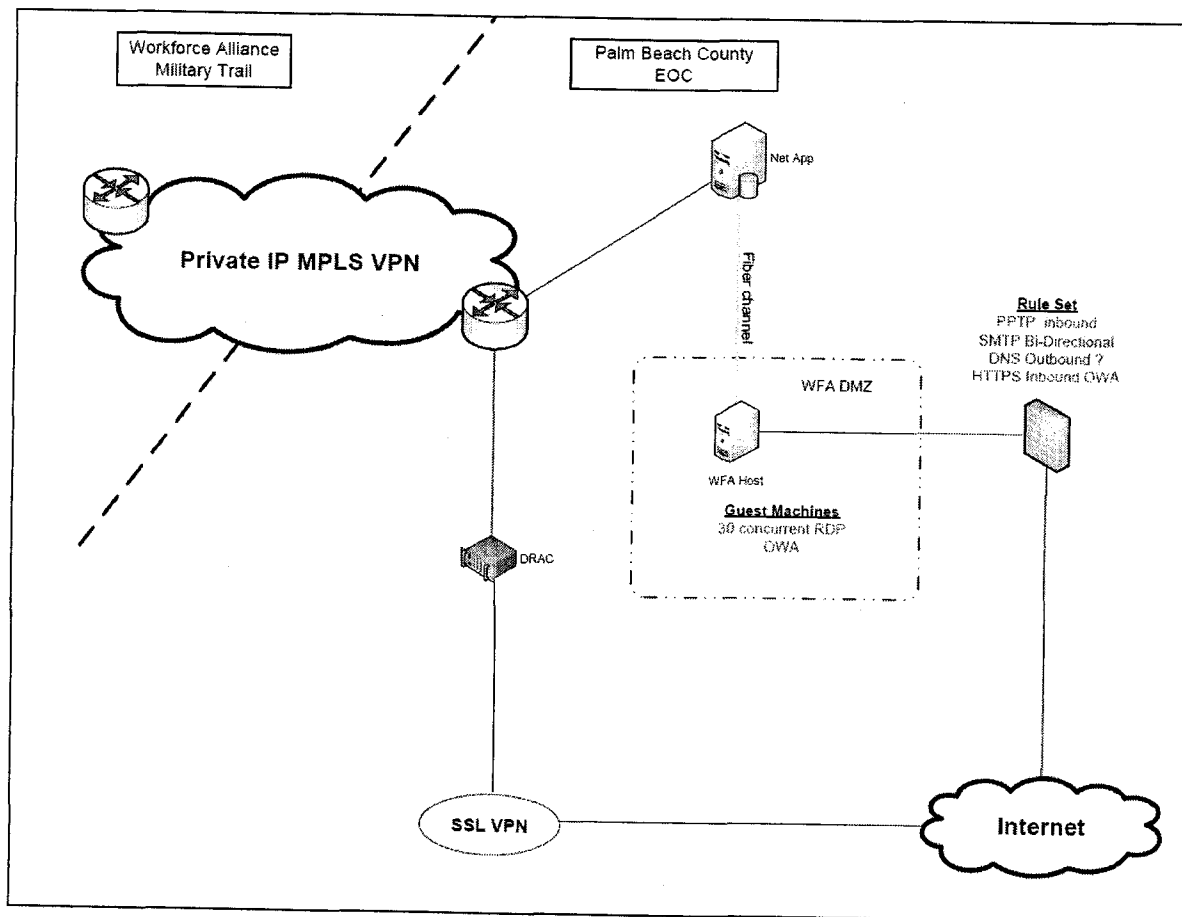
In the event of a disaster, system activation will be the responsibility of WFA. Network connectivity and operation will be the responsibility of ISS. System activation decisions will be the sole responsibility of WFA staff.

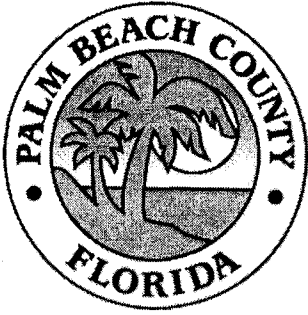
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**Agreement with Palm Beach County and
Workforce Alliance, Inc.**

Re: Palm Beach County Co-Location Services

IX. Proposed System Design Diagram





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

Task Order #:

Original Agreement #R:

Organization requesting services: Workforce Alliance, 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: _____
(Name/Title)

Project Office: _____ Date: _____
(Name/Title)

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Workforce Alliance, Inc.

COUNTY ATTORNEY

(Name, Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2012

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 Wells Fargo Ins Services, USA, Inc 2054 Vista Parkway #400 West Palm Beach FL 33411-2718	CONTACT NAME: Clark Weimer PHONE (A/C, No, Ext): (561) 655-5500 FAX (A/C, No): (561) 655-5509 E-MAIL ADDRESS: clark.weimer@wellsfargo.com PRODUCER CUSTOMER ID #: 43363	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Workforce Alliance, Inc. 315 S Dixie Hwy. #102 West Palm Beach FL 33401	INSURER A: Employers Preferred Insurance Co 10346	
	INSURER B: Owners Insurance Company 32700	
	INSURER C: Philadelphia Indemnity Ins. Co. 18058	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 278165 **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
C	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PHPK809147	12/30/2011	12/30/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					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 \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4871432900	2/14/2012	2/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WCV702513313	7/1/2011	7/1/2012	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
10 day notice of cancellation applies for non-payment of premium. Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, it's officers, employees, and agents is named as additional insured on the general liability policy. A waiver of subrogation applies in favor of the certificate holder for both general liability and workers compensation.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Steve Bordelon Director ISS 301 N. Olive Ave. Room 801.10 West Palm Beach FL 33401	CANCELLATION 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