

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

**Meeting Date:** December 4, 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 approve:** An Agreement for Information Technology (IT) services with Palm Beach County Law Enforcement Exchange, Incorporated (LEX), which will generate FY 2013 revenue to the County estimated at \$191,600 for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party.

**Summary:** LEX is a non-profit organization established for the purpose of sharing law enforcement data among the law enforcement agencies in Palm Beach County. The LEX organization is entering into an Agreement with Palm Beach County's Department of Information Systems Services (ISS) for IT Services as described in the attached Agreement and Exhibit A. The Agreement is anticipated to generate FY 2013 revenue in the amount of \$191,600. Countywide (PFK)

**Background and Justification:** ISS will provide project management, applications development, server installation and maintenance, and systems support to the LEX enterprise data sharing system. LEX, originally referred to as VPT, began in 2004 as a project to interconnect the records management systems of the law enforcement agencies throughout Palm Beach County. The system allows the sharing of information about persons, property and events to enhance law enforcement efforts, as well as citizen and officer safety. The program is now being expanded to include replacement of the original data sharing platform, a portal interface and an application to create, upload and search bulletins for the 23 participating law enforcement agencies in Palm Beach County.

LEX is a successful collaboration project involving the Palm Beach Board of County Commissioners (ISS and the Criminal Justice Commission), the Sheriff's Office, State

*Continued on page 3...*

**Attachments:**

1. IT Services Agreement with LEX (2 originals)
2. List of 23 LEX Agency Participants
3. Digital Counties and Digital Cities Survey – Best Practices Guide for Local Government

**Recommended by:** Steve Bordelon  
Department Director                                      Date

**Approved by:**   
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	\$0	0	0	0	0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>(\$191,600)</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</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>
<b>NET FISCAL IMPACT</b>	<b><u>(\$191,600)</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

# 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

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

C. Department Fiscal Review: *Tom Keal 11/15/17*

**III. REVIEW COMMENTS**

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

*[Signature]* *11/19/2017*  
 OFMB *MR 11/16*

*[Signature]* *11/26/17*  
 Contract Administration *11-26-17 B. Whell*

B. Legal Sufficiency:

*Paul F. J.* *11/26/17*  
 Assistant County Attorney

C. Other Department Review:

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

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

*Continued from page 1...*

Attorney, and the police chiefs from the municipal police agencies. A listing of LEX member organizations is included as Attachment 2.

In July 2011, the Center for Digital Government published a best practices guide which recognized the Palm Beach County LEX system as a "best in class" example of an integrated justice network. This national publication highlighted innovative applications of information and communications technology drawn from award-winning cities and counties across the United States (Attachment 3).

The LEX non-profit organization is funded through annual dues levied against the member law enforcement agencies. Annual funding amounts for each agency are determined based on the number of sworn officers.

## **Agreement**

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Palm Beach County Law Enforcement Exchange, Incorporated ("LEX"), a Florida Non-Profit corporation, Federal Employer ID #32-0276271, 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 LEX working in unison; and

**WHEREAS**, in recognizing these facts, LEX 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 LEX 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 LEX's participation in the use of the County's IT resources and any other services as specified in the attached Exhibit A. This Agreement shall become effective upon its execution by both parties.

### **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.

**Section 4    Resale of IT Services**

LEX 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 LEX are described in the attached Exhibit A, 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 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 and Hold Harmless**

The LEX 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, due to the acts or omissions of the LEX.

**Section 8 Insurance**

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

- E. **Certificate(s) of Insurance:** Prior to execution of this Agreement , LEX 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, LEX 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.

## **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 LEX 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:

To: **LEX:** Frank Kitzerow, Chairman, LEX Board of Directors  
Jupiter Police Department  
210 Military Trail  
Jupiter, FL 33458

With a copy to: Dan Alexander, Secretary, LEX Board of Directors  
Boca Raton Police Department  
100 NW Boca Raton Blvd.  
Boca Raton, FL 33432

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 LEX 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 LEX 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.

**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 contract 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**

Palm Beach County has established the Office of the Inspector General in Palm Beach County

*Agreement with Palm Beach County and LEX*

*Re: Palm Beach County ISS Services*

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, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of the 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 LEX

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: \_\_\_\_\_  
, Chair

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: Steve Bordelon  
Steve Bordelon, Director, ISS

ATTEST:

Palm Beach County  
Law Enforcement eXchange, Inc. (LEX)

By: [Signature]  
Frank Kitzerow, LEX Chairman

Witness:

By: [Signature]

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES PROFESSIONAL SERVICES**

The purpose of this Exhibit is to identify the roles and responsibilities of the County (ISS) and Palm Beach County Law Enforcement Exchange, Incorporated ("LEX") in carrying out the terms of the Agreement regarding: Information Technology Services as requested by LEX. 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 to ensure all parties are satisfied with services rendered to date and to determine whether any amendments are required.

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

##### **A. Baseline services from ISS for the LEX Program will include:**

1. Provide project management for the LEX data integration infrastructure and all associated enterprise application services.
2. Provide coordination and facilitation between vendor(s) and law enforcement agencies accessing and using the LEX system.
3. Provide technical support in implementation of the LEX enterprise, ongoing maintenance and troubleshooting as necessary in conjunction with vendor(s) and agencies accessing and using the LEX system.
4. Provide organizational support as required through meetings, conference calls, webinars, etc. Accompany LEX staff, as needed, to meetings and conferences relative to the LEX Program initiatives.

Note: General hours of operational support are 7:00 A.M. to 5:00 P.M. EST/EDT, Monday through Friday, excluding holidays. Emergency services are available by calling the ISS Solution Center, 561-355-4357, which is available on a 24 x 7 basis.

**B. LEX Responsibilities.**

1. Execute Project Initiation documents to ensure appropriate and efficient use of project staff time against LEX Program priorities.
2. Provide ISS with a process for contacting appropriate staff should an issue arise that requires activity on the part of a law enforcement agency as it relates to LEX equipment or system access.

**Section C: Issue Escalation Process**

- A. System Outages.** For system outages the following escalation path should be followed:

ISS Help Desk  
561-355-4357

Clemente Ortiz, Analyst Programmer  
561-355-3950

Denise Bennette, Senior Manager  
561-355-2836

Dan Alexander, LEX Implementation Committee Chair/Secretary  
561-338-1205

- B. System Support.** For system support such as coordination between agencies to resolve technical issues:

Clemente Ortiz, Analyst Programmer  
561-355-3950

Denise Bennette, Senior Manager  
561-355-2836

Dan Alexander, LEX Implementation Committee Chair  
561-338-1205

Respective Agency LEX Board Member

**Section D: Fees and Charges for Professional Services**

ISS Service Component	Unit % of FTE	ISS Pricing	ORG Est. Usage Units	ORG Est. Monthly Costs	ORG Est. Annual Costs
Professional Services		\$191,600	1	\$15,966	\$191,600
Sr. Manager	2/3				
Analyst Programmer	Full				
Network/Server / Database	As needed				
Total Estimated Recurring Cost		\$191,600	1	\$15,966	\$191,600

**Section E : Billing and Payment**

The County shall submit quarterly invoices to LEX 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 LEX prior approval or request for assistance, the ISS Director may, at his/her discretion, permit staff resources to assist LEX in the execution of certain Information Technology responsibilities. ISS provides a myriad of Professional services. 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 \$10,000 per task order. These services may also require the purchase of additional resources, including but not limited to hardware and software. LEX is responsible for all associated costs for these additional resources. An estimate for each task order will be available upon request by LEX. LEX 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.

**Section F: Term**

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

**Section G: Termination for Convenience**

Either party may terminate its participation in this Exhibit 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 Exhibit, 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 Exhibit by either party may also be contingent upon the annual appropriation for these services by the party's governing body.



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

Task Order #:

Original Agreement #R:

Organization requesting services:

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

CUSTOMER NAME HERE

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

\_\_\_\_\_  
Name, Title