





*Agreement with Palm Beach County and the Early Learning Coalition of Palm Beach County, 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 the Early Learning Coalition of Palm Beach County, Inc., a Florida Non-Profit corporation, Federal Employer ID #65-0974035, ("Non-Profit Organization"), and Palm Beach County ("County"), a political subdivision of the State of Florida.

### **WITNESSES THAT:**

**WHEREAS**, the Board of County Commissioners, on behalf of the County, may enter into agreements in the common interest of the people of the County; and

**WHEREAS**, more effective, efficient, and reliable public services will result from the County and the Non-Profit Organization sharing IT resources rather than duplicating facilities and increasing the cost burden born by both the County taxpayers and Non-Profit Organization funders; and

**WHEREAS**, in recognizing these facts, the Non-Profit Organization and the County desire to enter into such an agreement which provides for the joint use of such IT resources and establishes policies for their 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 the Non-Profit Organization for the purposes described in the attached Exhibit A.

### **Section 2    Approval**

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

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**Section 3 Exhibits**

The attached Exhibit A made a part hereof, delineates the services to be provided to the Non-Profit Organization by the County through its Information Systems Services (ISS) Department, identifies the roles and responsibilities of ISS and the Non-Profit Organization in this regard, and sets forth an issue communication, escalation and resolution process, as well as methodologies for billing and paying the service charges for IT services.

**Section 4 Term**

The term of this Agreement including Exhibit A, unless terminated as provided herein, is for a period of one (1) year. This Agreement and Exhibit A shall automatically be renewed annually unless either party gives written notice of termination as provided for in Section 6 herein. The effective date is the date of approval by the Board of County Commissioners.

**Section 5 Resale of IT Services**

The Non-Profit Organization 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 6 Termination for Convenience**

Either party may terminate its participation in this Agreement upon sixty (60) 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 Non-Profit Organization shall protect, defend, reimburse, indemnify and hold the 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

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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 Non-Profit Organization.

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.

**Section 8    Insurance**

- A.    The Non-Profit Organization 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. The Non-Profit Organization 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 the Non-Profit Organization are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Non-Profit Organization under the agreement.
  
- B.    **Commercial General Liability:** The Non-Profit Organization 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. The Non-Profit Organization shall provide this coverage on a primary basis.
  
- C.    **Additional Insured:** The Non-Profit Organization 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:

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"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."

The Non-Profit Organization shall provide the Additional Insured endorsements coverage on a primary basis.

- D. **Workman's Compensation: Worker's Compensation Insurance & Employers Liability:** The Non-Profit Organization agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Coverage shall be provided on a primary basis.
- E. **Waiver of Subrogation:** The Non-Profit Organization 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 the Non-Profit Organization 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 the Non-Profit Organization enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance:** Prior to execution of this Agreement, the Non-Profit Organization 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, 8<sup>th</sup> floor  
West Palm Beach, FL 33401

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- G. **Umbrella or Excess Liability.** The Non-Profit Organization may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. The Non-Profit Organization agrees to endorse County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Review:** The 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. The 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 the Non-Profit Organization and the 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.

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**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: NON-PROFIT ORGANIZATION:**

**Attention:** Christina Worley, Interim Board Chair  
Early Learning Coalition of Palm Beach County, Inc.  
2300 High Ridge Road, Suite 115  
Boynton Beach, FL 33426  
(Telephone: 561-214-7420)

With a copy to: Ele Zachariades, Legal Counsel  
Sachs Sax Caplan  
6111 Broken Sound Parkway NW  
Boca Raton, FL 33487  
(Telephone: 800-462-1100)

**To: COUNTY:** Robert Weisman, County Administrator  
c/o Steve Bordelon, Information Systems Services Director  
Palm Beach County Board of County Commissioners  
301 N. Olive Avenue, 8<sup>th</sup> floor  
West Palm Beach, FL 33401  
(Telephone: 561-355-2394)

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)



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**Section 12 Entire Agreement**

This Agreement represents the entire agreement between the Non-Profit Organization 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 the Non-Profit Organization 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.

**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**

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.

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**Section 18 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 19 Inspector General**

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 the Non-Profit Organization, 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.

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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: Paul F. J.  
County Attorney

By: Steve Bordelon  
Steve Bordelon, Director, ISS

Early Learning Coalition of Palm Beach County, Inc.

By: Christina Worley  
Christina Worley,  
Interim Board Chair

Witness:

By: Corie D. Courtnie Waters  
(Signature), (Printed Name)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Ele Zachariades  
Ele Zachariades, Legal Counsel

## **EXHIBIT A**

### **PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES**

The purpose of this Exhibit is to delineate the network services to be provided to the Early Learning Coalition of Palm Beach County, Inc. ("Non-Profit Organization") by the County through its Information Systems Services (ISS) Department, to identify the roles and responsibilities of ISS and the Non-Profit Organization in this regard, to establish a problem resolution and issue escalation procedure, and to specify associated costs and payment requirements.

#### **Section A: General Requirements for Network Services**

Network services must be approved by both ISS and the Non-Profit Organization if said connection affects the entire network. However, all network services must meet the agreed-upon technical specifications.

ISS shall provide the Non-Profit Organization with access to the County's network on a best-effort basis and as otherwise provided for herein.

#### **Section B: Responsibilities for Network Management**

ISS shall be responsible for the routine, day-to-day management of the County 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 Non-Profit Organization owned facilities. The Non-Profit Organization shall maintain that portion of its own network which exclusively serves its facilities.

ISS shall monitor bandwidth utilization on any network link between the County and the Non-Profit Organization.

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Should ISS perform repair and maintenance functions on behalf of the Non-Profit Organization, it is with the understanding that ISS's responsibility extends only to the Non-Profit Organization "demarcation point." The demarcation point is the location which defines where issues of maintenance responsibilities begin and end, considered to be County-owned network equipment inside each of the Non-Profit Organization's buildings or facilities connected to the County network. ISS will be responsible for maintaining all network infrastructures to the point of the network equipment connection to the Non-Profit Organization demarcation point(s). Entrance facilities at Non-Profit Organization owned locations from the road to demarcation point belong to the Non-Profit Organization, whereas the fiber within may belong to the County.

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, all 802.16 radio equipment, and ISS routers installed at the Non-Profit Organization. ISS shall have no obligation or right to perform maintenance or restoration on any electronics or other equipment owned by the Non-Profit Organization 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 Non-Profit Organization owned electronics or other equipment.

ISS shall provide maintenance to County owned and operated equipment on a 7-day/24-hour basis and may contract for repair services when deemed necessary. ISS shall abide by agreed upon security requirements of the Non-Profit Organization. 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**

The County, as represented by ISS, shall own all of its network equipment and assets. The Non-Profit Organization 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.

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Should the Non-Profit Organization 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.

**Section D: Network Connection**

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

**Section E: Modifications to Network**

If the Non-Profit Organization 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 thirty (30) calendar days prior to the date construction activities are expected to commence. Should the planned activities of the Non-Profit Organization require the network to be upgraded, the Non-Profit Organization shall be solely responsible for payment of all costs associated with such modifications, unless there is prior agreement with the County to participate in a cost-sharing arrangement for the modification.

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

When either the Non-Profit Organization 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.

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**Section F: Network Interferences**

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the Non-Profit Organization. However, should any equipment owned by the Non-Profit Organization render any harmful interference to the County's network equipment, ISS may disconnect any or all Non-Profit Organization owned network connections after informing the Non-Profit Organization's designated technical Point of Contact (POC) of the underlying reasons for the planned action to disconnect 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 the County network. The County will utilize its best efforts to prevent any unanticipated network outages should interferences be noted.

**Section G: Damage Caused by Disasters**

Should the network sustain damage to an Auxiliary Route used only by either the Non-Profit Organization or the County, 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.

**Section I: Description of Services**

**A. Baseline services from the County through ISS will include:**

1. ongoing maintenance of connectivity to the demarcation point(s);
2. central network security at the ISS router port that feeds the Non-Profit Organization network router connection;

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If necessary, security may shut down the Non-Profit Organization's 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 County 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. Non-Profit Organization Responsibilities will include:**

1. all intra-building Network maintenance and security ;
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 Non-Profit Organization owned facilities;
6. providing, where possible, network engineers or technicians to assist with all portions of network equipment attachments, from provisioning to troubleshooting;

Initial diagnostic actions will ideally be performed by the Non-Profit Organization technical staff to evaluate whether the cause of any system problem is associated with factors under the control of the Non-Profit Organization.

7. ensuring that network security hardware and software is installed in order to minimize the risk of a virus and surreptitious or otherwise inappropriate network entry;



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- The Non-Profit Organization will ensure that security procedures, hardware, and software are in place to prevent unauthorized access to the County network from Non-Profit Organization owned network property.
8. requesting changes in network equipment attachments services;  
  
Requests for changes shall be submitted to ISS Director, or designee, for action. The Non-Profit Organization shall be advised of the disposition of the request within thirty (30) calendar days of submission. Such request shall include extension of network services to additional sites indentified by the Non-Profit Organization. The Non-Profit Organization 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. providing, at its expense, the following equipment and facilities at each Non-Profit Organization owned building (if required):
    - an environmentally stable and secure area large enough to accommodate a 19"-wide rack with a height up to 7 feet; and  
  
This area shall contain two (2) dedicated electrical circuits for providing power to the switching equipment.
    - air conditioning units which deliver a capacity of BTUs to the equipment room as specified by the manufacturer of equipment installed at the Non-Profit Organization's site.  
  
The Non-Profit Organization shall periodically monitor the air conditioning units to ensure temperatures are within acceptable limits.
  10. adhering to a documented plan of security strategies deployed to prevent unauthorized access into the physical location(s) where network access could be gained, and ensuring that it has robust and efficient security software and procedures in place to prevent unauthorized access to the network; and
  11. promptly paying for ISS's charges, such charges being set out in Section N of this Exhibit, which charges will be invoiced quarterly.

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**Section J: Availability of County Network Services**

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

In the event that Network availability is documented by ISS and declared by the Non-Profit Organization to be less than 99.9% for two (2) consecutive months, the Non-Profit Organization 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 first be reported to the Non-Profit Organization's IT support staff. If the Non-Profit Organization'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 the Non-Profit Organization 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 Non-Profit 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.

**Section L: Access for Network Service and Maintenance**

ISS shall coordinate with and obtain prior written approval from the Non-Profit Organization designee as to the time of any planned maintenance, repair, or installation work. However, the Non-Profit Organization 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

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shall call the Non-Profit Organization to report any emergency that requires access to any Non-Profit Organization owned facility. The Non-Profit Organization shall make reasonable efforts to arrange for access of ISS's personnel as quickly as possible.

ISS shall supply the Non-Profit Organization with a list of authorized ISS employees who will carry in their possession badges for identification purposes. All individuals permitted access to the Non-Profit Organization 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 that neither ISS nor the 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 Non-Profit Organization owned buildings under the Agreement.

**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  
561-355-3956 (office)  
561-722-3349 (cell)

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

**Non-Profit Organization Information Services**

Jose Abreu, Data and Technology Director  
Cell Phone: 561-317-9784  
Office Phone: 561-214-7430

Christie Young, Chief Operating Officer  
Office Number: 561-214-7424

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**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 the County's network services provided to the Non-Profit Organization.

Palm Beach County ISS will serve as project manager and incur all costs associated with the installation and connection of the network and network equipment at the Non-Profit Organization's building. The Non-Profit Organization will be responsible for reimbursement to ISS of said costs, as listed and described in the Table below under "Installation Charges".

Service charges, as listed and described in the Table below, will be assessed on a monthly basis, and ISS will invoice the Non-Profit Organization quarterly.

<b>Non-Profit Organization Network Service and Billing Matrix</b>						
<b>Location</b>	<b>Service Start Date</b>	<b>Band-width</b>	<b>Installation Charges</b>	<b>Monthly County Charges</b>	<b>Monthly FL LambdaRail Charges</b>	<b>Yearly Charges (excl. Install)</b>
2300 High Ridge Rd. Suite 115 Boynton Beach, FL 33426	1/2013	3 Mb	\$600	\$95	\$100	\$2,340
<b>TOTALS</b>			<b>\$600</b>	<b>\$95</b>	<b>\$100</b>	<b>\$2,340</b>
<b>Explanation of Charges:</b>						
<u>Installation Charges</u> – This is an estimated cost. The actual final cost for this installation will be billed to the Non-Profit Organization as a one-time invoice based on (1) the billing statement from the vendor for this work and (2) the actual cost to PBC ISS of the equipment installed.						
<u>Monthly County Charges</u> – This monthly charge is based on a 3 Mb Internet connection.						
<u>Monthly Florida LambdaRail (FLR) Charges</u> – FLR charges the County this fee to connect the Non-Profit Organization to the FLR via PBCnet. This fee is set by the agreement between the County and the FLR and is subject to change. This fee is a direct pass through cost to the Non-Profit Organization (see <b>Sub-section N1. - Cost Components</b> below).						
<u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.						

ISS has received approvals from the FLR for the Non-Profit Organization to be connected to the Palm Beach County fiber network and gain access to the FLR for either internet or transport purposes.

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**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.

**N2. Billing and Payment**

The County shall submit quarterly invoices to the Non-Profit Organization which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within forty-five (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.

**Section O: Additional IT Services**

Upon request for assistance, the ISS Director may, at the Director's discretion, permit staff resources to assist the Non-Profit Organization in the execution of certain information technology responsibilities. These additional services can be requested by submitting a Task Order (Attachment 1). These services will be charged at the rate of \$125/hour with a not-to-exceed cost of \$50,000 per Task Order. These services may also require the purchase of additional resources, including but not limited to hardware and software. The Non-Profit Organization is responsible for all associated costs for these additional resources. An estimate for each Task Order will be available upon request by the Non-Profit Organization. The Non-Profit Organization agrees to fully reimburse ISS for all costs associated with the rendering of ISS staff assistance and/or information technology resources.

**Section P: Annual Review of Fees and Charges**

ISS reserves the right to review the fees and charges included in this Exhibit on a yearly basis and make appropriate rate adjustments. Should an adjustment be warranted, sixty (60) days notice will be provided. Any such rate adjustments shall be reduced to writing via an Amendment to be executed by all parties.



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

Task Order #:

Original Agreement #R:

Organization requesting services: Early Learning Coalition 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: \_\_\_\_\_  
(Name/Title)

Project Office: \_\_\_\_\_ Date: \_\_\_\_\_  
Chuck Spalding, Project Manager

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Early Learning Coalition of Palm Beach County

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

\_\_\_\_\_  
(Name, Title)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2012

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).

<b>PRODUCER</b> Weekes & Callaway, Inc. 3945 West Atlantic Avenue  Delray Beach FL 33445-3902	<b>CONTACT NAME:</b> Hope Whittingham <b>PHONE (A/C No. Ext.):</b> (561) 278-0448 <b>FAX (A/C No.):</b> (561) 278-2391 <b>E-MAIL ADDRESS:</b> hwhittingham@weekescallaway.com														
<b>INSURED</b> Early Learning Coalition of Palm Beach County, 2300 High Ridge Rd. #115  Boynton Beach FL 33426	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity	18058	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** CL1282102941      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK893072	8/31/2012	6/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			PHPK893072	8/31/2012	6/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>			PHPK893072	8/31/2012	6/30/2013	EACH OCCURRENCE 1,000,000
							AGGREGATE 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees and Agents are listed as Additional Insured with respect to General Liability per form CG2026. Coverage is on a primary basis. Coverages apply per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners A Political Subdivision of the State of F 810 Datura Street West Palm Beach, FL 33402	<b>CANCELLATION</b>  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  Rose McEwen, CIC/HOPE <i>Rose McEwen</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/12

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).

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com	<b>FAX (A/C, No):</b> 800-522-7514
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ADP TotalSource MI VII, LLC 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER Early Learning Coalition of PB 2300 High Ridge Road Suite 115 Boynton Beach, FL 33426	<b>INSURER A:</b> Illinois National Insurance Co NAIC #: 23817	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 487845 REVISION NUMBER:

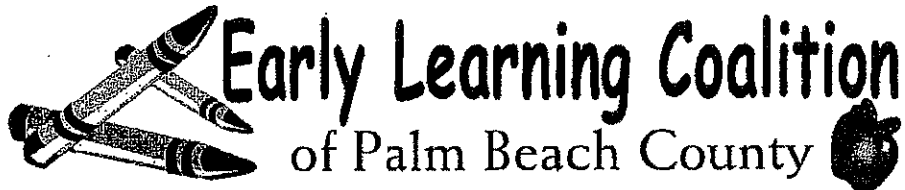
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 038087766 FL	07/01/12	07/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

<b>CERTIFICATE HOLDER</b> Early Learning Coalition of Palm Beach County 2300 High Ridge Road Suite 115 Boynton Beach, FL 33426	<b>CANCELLATION</b> 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 <i>Aon Risk Services, Inc of Florida</i>





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2300 High Ridge Road, Suite 115 • Boynton Beach, FL 33426 • Phone: 561-214-8000 • Fax: 561-214-7450

Memo to: Palm Beach County

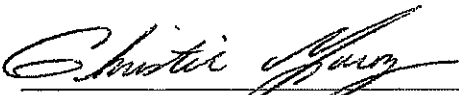
From: Christie Young  
Chief Operating Officer  
Early Learning Coalition of Palm Beach County, Inc.

Subject: Non-Owned Auto Insurance Coverage

Date: December 5, 2012

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Please be advised that The Early Learning Coalition of Palm Beach County, Inc. does not own any corporate automobiles and therefore maintains liability insurance coverage for non owned autos only. Our Certificate of Insurance indicates policy information reflecting the same.

  
Christie Young, Chief Operating Officer  
December 5, 2012

**List of External Agencies Receiving County (ISS) Services**

<b>AGENCY</b>	<b>AGENCY TYPE</b>	<b>SERVICE CATEGORY</b>	<b>START DATE</b>
1. ARC of PBC	Non-Profit	Fiber Network	12/15/2011
2. Boynton Beach, City of	Municipality	Fiber Network	05/01/10
3. Center for Family Services	Non-Profit	Fiber Network	10/01/10
4. Children's Services Council	Taxing Authority	Fiber Network	05/01/10
5. Children's Services Council	Taxing Authority	Server & DR Hosting	4/01/12
6. Delray Beach, City of	Municipality	Fiber Network	10/01/10
7. Early Learning Coalition	Non-Profit	Fiber Network	10/1/2012
8. Families First of PBC	Non-Profit	Fiber Network	02/01/11
9. Florida Atlantic University, Jupiter	Education	Fiber Network	09/01/12
10. Florida State University	College	Fiber Network	10/01/12
11. Greenacres, City of	Municipality	Fiber Network	10/01/12
12. Health Care District	Taxing Authority	Fiber Network	07/01/10
13. Jewish Family Children's Services	Non-Profit	Fiber Network	9/1/2012
14. Jewish Fed of the Palm Beaches	Non-Profit	Fiber Network	08/08/11
15. Jewish Fed of the Palm Beaches (BB)	Non-Profit	Fiber Network	12/01/11
16. Juno Beach, Town of	Municipality	Fiber Network	06/01/11
17. Jupiter, Town of	Municipality	Fiber Network	03/17/09
18. Kravis Center	Non-Profit	Fiber Network	05/01/10
19. Kravis Center	Non-Profit	Server & Data Hosting	04/15/11
20. Kravis Center	Non-Profit	Wireless Network	10/01/10
21. Lake Worth, City of	Municipality	Fiber Network	06/01/11
22. Lantana, Town of	Municipality	Fiber Network	9/1/2012
23. Learning Excellence (Imagine) School	Education	Fiber Network	10/01/10
24. Loxahatchee River Environ District	Taxing Authority	Fiber & Wireless Network	4/1/2012
25. Martin County	County	Interconnect	02/01/11
26. Nonprofits First	Non-Profit	Fiber Network	09/01/10
27. Oxbridge Academy	Non-Profit	Fiber Network	08/08/11
28. Palm Beach Gardens, City of	Municipality	Fiber Network	03/01/09
29. Palm Beach Gardens, City of	Municipality	Wireless Network	01/01/12
30. Palm Beach State College - Central	College	Fiber Network	08/15/10
31. Palm Beach State College - North	College	Fiber Network	08/15/10
32. Palm Beach State College - South	College	Fiber Network	09/15/10
33. Palm Beach State College - West	College	Fiber Network	12/01/10

**List of External Agencies Receiving County (ISS) Services**

<b>AGENCY</b>	<b>AGENCY TYPE</b>	<b>SERVICE CATEGORY</b>	<b>START DATE</b>
34. Palm Beach State College	College	Co-Location	9/1/2012
35. Palm Beach, Town of	Municipality	Scanning	10/1/2012
36. PBSC –Institute of Excellence, Dryfoos	College	Fiber Network	10/01/11
37. Riviera Beach, City of	Municipality	Fiber Network	04/01/12
38. School Board Palm Beach County	Education	Fiber Network	04/01/08
39. Seacoast Utility Authority	Authority	Fiber Network	08/15/10
40. South Florida Fair	Non-Profit	Fiber Network	04/01/11
41. South Florida Water Mgmt District	Taxing Authority	Fiber Network	09/01/12
42. West Palm Beach, City of	Municipality	Digital Divide	01/01/10
43. West Palm Beach, City of	Municipality	Fiber Network	10/01/10
44. West Palm Beach, City of	Municipality	Pole Attachment	10/01/09
45. Workforce Alliance	Non-Profit	Fiber Network & DR	10/01//12