

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

Meeting Date: April 15, 2014

☒ 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: the First Amendment to the Agreement R2012-1918 with the Lupus Foundation of America Southeast Florida Chapter, Inc. (Lupus).

Summary: The Lupus Foundation of America Southeast Florida Chapter, Inc. has an existing agreement with Palm Beach County for Network Services (R2012-1918) and wishes to amend this agreement to include current contract standards and reduce their monthly internet fees. The Lupus monthly network services costs will decrease from \$95 to \$86. The County's revised annual revenue in FY 2014 is \$1,068. The Florida LambdaRail LLC has waived their fee and approved connection of Lupus to the Florida LambdaRail network. District 3 (PFK)

Background and Justification: The Board of County Commissioners approved this internet fee reduction to our ISS Monthly Rate Sheet for Network Services on January 14, 2014. ISS has notified each external agency whose agreement was affected by this rate change that their monthly internet rate reduction was effective February 1, 2014. ISS is delaying the second quarter billings for these agencies until their amendment for this monthly rate adjustment has been approved and executed.

Our goal is to establish and provide the lowest competitive pricing for the County Network Services provided to our external agencies, including the reduction of internet fees when the County's costs are reduced.

Lupus Foundation of America is a non-profit organization dedicated to solving the mystery of lupus while providing caring support to those who suffer from it. This is one of many examples of shared services agreements that Palm Beach County has with non-profit organizations, local governments, tax districts, and educational institutions. A list of all existing ISS service agreements with external agencies is included as Attachment 3.

These rates will be applicable to all future agreements for internet network services. Existing agreements may be amended in the future by ISS to incorporate a new exhibit for these services.

Attachments:

1. First Amendment with Lupus Foundation of America Southeast Florida Chapter, Inc. (3 originals)
2. Copy of Agreement R2012-1918 with Lupus Foundation of America Southeast Florida Chapter, Inc.
3. ISS Service Agreements with External Agencies

Recommended by:



3-14-14

Department Director

Date

Approved by:



3/26/14

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	\$0	0	0	0	0
External Revenues	<u>\$72</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$72</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>	<u>\$108</u>

Additional FTE

Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No

Revenue Budget Number: Fund 0001 Dept 490 Unit 1300 RevSrc 4900

*Assumes an effective date of February 1, 2014 for revised monthly billings of internet fee reduction for network services.

B. Recommended Sources of Funds / Summary of Fiscal Impact

The original Agreement budgeted \$1,140 in revenue for FY 2014. This First Amendment will revise that revenue, which includes revenue of \$380 (October 2013 – January 2014) and revised revenue of \$688 (February 2014 – September 2014) for a revised total of \$1,068 for network services in FY 2014. The total annual projected revenue is \$1,032 for fiscal years after 2014.

C. Department Fiscal Review:

Paul F. [Signature] 3/17/14

III. REVIEW COMMENTS

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

[Signature] 3/19/14
OFMB

[Signature] 3/25/14
Contract Administration
3-26-14 Beech

B. Legal Sufficiency:

Paul F. [Signature] 3/25/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

FIRST AMENDMENT

**To the Agreement with Palm Beach County and the Lupus Foundation of America
Southeast Florida Chapter, Inc. (R2012-1918)**

THIS AMENDMENT is made and entered into _____ 2014, by and between the Lupus Foundation of America Southeast Florida Chapter, Inc., a Florida Non-Profit corporation, Federal Employer ID #59-1752601, ("Non-Profit Organization") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Agreement **R2012-1918** dated December 18, 2012 hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement, to the Non-Profit Organization. The County and the Non-Profit Organization wish to amend that Agreement.

WHEREAS, the parties agree to amend the Agreement as follows:

Item #1:

Agreement, Section 8: Insurance. Replace entire section with the following:

Insurance requirements are identified by the services obtained and are included in the Exhibit(s).

Item #2:

Agreement, Section 11: Notice. Replace Non-Profit Organization section with the following:

Attention: Amy E. Yalden, President and CEO
Lupus Foundation of America Southeast Florida Chapter, Inc.
2300 High Ridge Road, Suite 375
Boynton Beach, FL 33426
(Telephone: 561-279-8606)

With a copy to: John Apgar, Board Chair
Lupus Foundation of America Southeast Florida Chapter, Inc.
2300 High Ridge Road, Suite 375
Boynton Beach, FL 33426
(Telephone: 561-279-8606)

Item #3:

Agreement, Section 13: Filing. Replace entire section with the following:

Section 13 [Omitted]

Item #4:

Agreement, Section 18: Nondiscrimination. Replace entire section with the following:

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

Item #5:

Agreement, Section 20: Access and Audits. Add entire section as follows:

The Non-Profit Organization shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing any work under this Agreement 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 the Non-Profit Organization's place of business.

Item #6:

Agreement, Section 21: Regulations, Licensing Requirements. Add entire section as follows:

The Non-Profit Organization shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The Non-Profit Organization is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Item #7:

Exhibit A, Section M: Issue Escalation Contacts. Replace Non-Profit Organization contacts as follows:

Amy E. Yalden, President and CEO
(561) 279-8606 (office)

Item #8:

Exhibit A, Section N: Fees and Charges for Network Connectivity and Related Services. To reduce internet fees effective February 1, 2014 and replace the billing matrix with the following:

Non-Profit Organization Network Services and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
2300 High Ridge Road, Suite 375, Boynton Beach, FL 33426	3/1/2013	3Mb	\$0	\$86	\$0	\$1,032
TOTALS			\$0	\$86	\$0	\$1,032
<u>Explanation of Charges:</u> <u>Installation Charges</u> – No installation charges due by the Non-Profit Organization. <u>Monthly County Charges</u> – The monthly charge paid by the Non-Profit Organization based on the County Rate Sheet for Network Services. <u>Monthly Florida LambdaRail (FLR) Charges</u> – The fee was approved for exemption by FLR on 10/16/2012. <u>Yearly Charges</u> – The total annual recurring charges, excluding installation charges, paid by the Non-Profit Organization.						

Item #9:

Exhibit A, Section Q: Insurance. Add entire section as follows:

This section does not apply to Network Services.

All other provisions of the aforementioned Agreement, as amended, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, By Its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Paul F. [Signature]
County Attorney

By: Steve Bordelon [Signature]
Steve Bordelon, Director, ISS

Lupus Foundation of America Southeast Florida Chapter, Inc.

ATTEST:

By: Amy E. Yalden [Signature]
Amy E. Yalden, President and CEO

Witness:

By: [Signature]
(Signature)

Robert Weiss
(Printed Name)

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

R 2012 1918

Agreement

This Agreement ("Agreement") for Information Technology ("IT") services is entered into this _____ day of DEC 18 2012, 2012, by and between the Lupus Foundation of America Southeast Florida Chapter, Inc., a Florida Non-Profit corporation, Federal Employer ID #59-1752601, ("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.

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

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

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

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:

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

"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, 8th floor
West Palm Beach, FL 33401

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

- 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.

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

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: Amy Kelly, President and CEO
Lupus Foundation of America Southeast Florida Chapter, Inc.
2300 High Ridge Road, Suite 375
Boynton Beach, FL 33426
(Telephone: 855-905-8787)

With a copy to: Reeve Bright, Board of Directors
Lupus Foundation of America Southeast Florida Chapter, Inc.
2300 High Ridge Road, Suite 375
Boynton Beach, FL 33426
(Telephone: 855-905-8787)

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, 8th 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)

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.
Re: Palm Beach County ISS Services

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.

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services

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.

(The rest of this page is intentionally left blank)

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County ISS Services


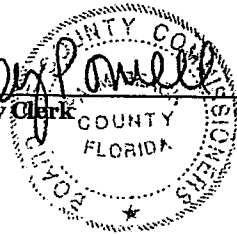
ATTEST:

Sharon R. Bock, Clerk & Comptroller

R2012 1918 DEC 18 2012

Palm Beach County, By Its
Board of County Commissioners

By:


Deputy Clerk


(SEAL)

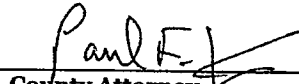
By:


Chair Steven L. Abrams

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:


County Attorney

By:


Steve Bordelon, Director, ISS

Lupus Foundation of America Southeast Florida Chapter, Inc.

By:


Amy Kelly, President and CEO

Witness:

By:


Reeve Bright, Board of Directors

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County Network Services

EXHIBIT A

PALM BEACH COUNTY INFORMATION SYSTEMS SERVICES (ISS) NETWORK SERVICES

The purpose of this Exhibit is to delineate the network services to be provided to the Lupus Foundation of America Southeast Florida Chapter, 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.

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County Network Services

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.

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.
Re: Palm Beach County Network Services

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.

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County Network Services

Section F: Network Interferences

ISS shall have no requirement to purchase, install, operate, or maintain any equipment on the premises of the 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;

Agreement with Palm Beach County and the Lupus Foundation of America Southeast Florida Chapter, Inc.

Re: Palm Beach County Network Services

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

Amy Kelly, President and CEO
561-374-7780 (office)
954-612-3891 (cell)

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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.

Non-Profit Organization Network Service and Billing Matrix						
Location	Service Start Date	Band-width	Installation Charges	Monthly County Charges	Monthly FL LambdaRail Charges	Yearly Charges (excl. Install)
2300 High Ridge Rd. Suite 375 Boynton Beach, FL 33426	1/2013	3 Mb	n/c	\$95	waived	\$1,140
TOTALS			n/c	\$95	waived	\$1,140
Explanation of Charges: Installation Charges – Since there is fiber already in the building, there are no installation charges for this service. Monthly County Charges – This monthly charge is for 3 Mb Internet service. Monthly Florida LambdaRail (FLR) Charges – FLR charges have been waived per note dated 10/16/2012. (Attachment 2) Yearly Charges – 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

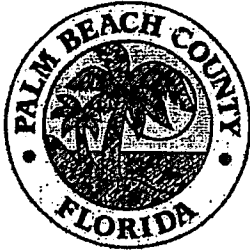
The County shall submit quarterly invoices to the Non-Profit Organization which shall include a reference to this Agreement and identify the amount due and payable to the County. Payment will be made within forty-five (45) days of a proper invoice in accordance with the Local Government Prompt Payment 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: **The Lupus Foundation of America Southeast Florida Chapter, 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: _____
Chuck Spalding, Project Manager

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: Steve Bordelon, Director, ISS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

**The Lupus Foundation of America
Southeast Florida Chapter, Inc.**

COUNTY ATTORNEY

Name, Title

Attachment 3

ISS Service Agreements with External Agencies (March 2014)

Municipalities

- | | |
|------------------|---------------------------------|
| 1. Boynton Beach | 7. Lantana |
| 2. Delray Beach | 8. Palm Beach |
| 3. Greenacres | 9. Palm Beach Gardens |
| 4. Juno Beach | 10. Riviera Beach |
| 5. Jupiter Beach | 11. Village of Royal Palm Beach |
| 6. Lake Worth | 12. West Palm Beach |

Educational Institutions

1. Early Learning Coalition
2. Florida Atlantic University
3. Lake Worth Christian School
4. Learning Excellence (Imagine) School
5. Oxbridge Academy
6. Palm Beach State College
7. School Board of Palm Beach County

Non-Profit Organizations

- | | |
|---|--------------------------------|
| 1. Alzheimer's Community Care | 7. Kravis Center |
| 2. ARC of Palm Beach County | 8. Lupus Foundation of America |
| 3. Boca Raton Regional Hospital | 9. Nonprofits First |
| 4. Center for Family Services | 10. Primetime |
| 5. Families First of PBC | 11. South Florida Fair |
| 6. Jewish Federation of Palm Beach County | 12. Workforce Alliance |

Other Taxing Authorities

1. Children's Services Council
2. Health Care District
3. Loxahatchee River Environmental Control District
4. Seacoast Utility Authority
5. South Florida Water Management District