PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: January 10, Department:	L .	onsent ublic Hearing	[] Regular [] Workshop
Submitted by: Information Submitted for: Information	•	(ISS)	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A. The Seventh Amendment to Interlocal Agreement (R2014-0171), effective November 22, 2016 with the Health Care District (HCD) of Palm Beach County to add Colocation Roles, Responsibilities and Expectations;
- **B.** Memorandum of Understanding (MOU) form for future Colocation Services Agreements between ISS and County departments/agencies requesting colocation services; and
- **C.** Delegation of signature authority to the Director of Information Systems Services (ISS) for MOU Agreements pertaining to Colocation Services provided to County departments/agencies.

Summary: ISS has deemed it necessary to amend the Interlocal Agreement with the HCD to clearly define the roles, responsibilities and expectations of ISS as the colocation service provider and HCD as a colocation tenant. Colocation is a common service where a business rents space in their data center to a tenant for their servers and other computing hardware. In addition, the Board's delegation of signatory authority is requested to allow the ISS Director to sign MOU forms for colocation services provided to County departments and agencies. Countywide (PFK)

Background and Justification: The HCD has an existing Interlocal Agreement for colocation services, as amended, with the County (R2016-0649) for an initial term of one (1) year with automatic one-year renewals unless notice is given by either party. This amendment is necessary in order to define the parties' roles and responsibilities pertaining to colocation services. Similar roles, responsibilities and expectations must also be specified through MOU's to be established for the County's other colocation tenants – County agencies which do not require formal colocation agreements (Property Appraiser, Clerk & Comptroller, Court Administration, Public Defender, Fire-Rescue), and Orange County which has a separate colocation agreement with Palm Beach County.

Attachments:

- 1. Seventh Amendment to Interlocal Agreement R2014-0171 (3 originals)
- 2. Sample MOU Form for Colocation Services Provided to County Agencies
- 3. Agreement R2014-0171 dated 2/04/2014
- 4. ISS Service Agreements with External Agencies

Recommended by:	Steve Bordelon	12-29-2016
·	Department Director	Date
Approved by:	10/ach	1/4/17
,	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years Capital Expenditures Operating Costs	2016 \$0 \$0	2017 0 0	2018 0 0	2019 0	2020 0 0
External Revenues Program Inc (County) In-Kind Match (County)	\$0 0 0	\$0 0 0	\$0 0 0	\$0 0 0	\$0 0 0
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
# Additional FTE Positions (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Is Item Included in Current Bud	dget	Yes X	No		
Operating Budget Number: Revenue Budget Number:	Fund Fund	Dept Dept	Unit Unit	Object RevSrc	

B.	Recommended	Sources	of Funds /	Summary	of Fiscal	Impact
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N/A

C. Department Fiscal Review: Watches 1/29/16

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development	& Control Comments: (1) () () () () () () () () ()
OFMB 8112/1 33 12/1	Contract Administration
B. Legal Sufficiency:	
Assistant County Attorney	

C: Other Department Review:

Department Director

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

SEVENTH AMENDMENT

To the Inter local Agreement with the Health Care District of Palm Beach County (R.2014-0171)

THIS AMENDMENT is made and entered into the 20th day of December 2016, by and between the Health Care District of Palm Beach County ("HCD") and Palm Beach County ("County"), a political subdivision of the State of Florida.

WHEREAS, the parties have entered into that certain Interlocal Agreement R2014-0171 dated February 4, 2014, as amended, hereinafter referred to as the "Agreement", under which the County provided connectivity to the Palm Beach County Network as stated in that Agreement to HCD. The County and HCD wish to amend that Agreement.

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

Item #1:

Exhibit A, Section I: Description of Services

The ISS Colocation service provides the HCD with a physical location for their rack-mount servers and storage. In addition to the rack space, the data center provides the following features:

- Uninterrupted 24x7 operations
- Raised floor space
- Overhead power distribution and network cabling
- Hot Aisle Containment System (HACS)
- Traditional under floor cooling for non-racked hardware
- Redundant Network/Internet connectivity
- Redundant cooling
- Redundant UPS power conditioning and battery backup
- Redundant power with redundant maintenance bypass
- Redundant power to each rack
- 24x7 monitoring of power and cooling infrastructure
- Diesel generator with automatic transfer switch that engages during primary power loss
- Connections for portable generator and chiller should the primary units fail or be shut down for maintenance
- 6,000 gallon fuel tank dedicated to the data center with a local fuel distribution facility

- Pre-action sprinkler fire suppression system
- 24x7 video surveillance
- Card readers used for entry into the data center by approved personnel

A. ISS Colocation Responsibilities will include:

- Ensure all ISS Colocation service customers sign and adhere to a similar MOU.
- Provide data center safety and orientation training.
- Provide sufficient redundant power to meet system requirements.
- Provide sufficient redundant cooling to maintain proper operating temperature and humidity.
- Maintain redundant network paths exiting the data center in different locations.
- Provide network access in coordination with appropriate network personnel.
- Provide 24x7 physical access to the data center for essential personnel.
- Perform a semi-annual audit of those authorized to access the data center.
- Establish and administer procedures for after-hours access.
- Establish procedures for the HCD to report any service disruptions or observed problems within the data center.
- Notify the HCD staff via the provided notification procedure should any infrastructure issues arise that may affect availability.
- Conduct annual reviews of the Amendment during the fiscal year budgeting process to determine whether both parties are adhering to required responsibilities.

B. HCD Colocation Responsibilities will include:

- Installation
 - o All hardware and cabling will be provided by the HCD.
 - o Cabling must be neatly installed and managed with Velcro.
 - Equipment must be oriented to vent from the cold aisle to the hot aisle within the HACS.

Access

- o Regular business hours to the Operations and Support Center secured facility are from 5:00am to 7:00pm on regular County business days.
- After-hours to the secured facility are from 7:00pm to 5:00am Monday through Friday and all weekends and holidays.
- o All staff from the HCD requiring access after-hours to this facility are to provide ISS with an up-to-date list of persons authorized to access the facility after-hours. The list must contain the authorized person's name, email address and contact phone number(s). ISS will in turn provide that list to Electronic Services & Security (ESS) via the FDO-ESS-Support email.
- Article IX Sec. 2-375.1 of the Palm Beach County, Florida Code of Ordinances, as may be amended, does not require HCD permanent staff to undergo the Criminal

- History Records Check (CHRC) process and be deemed compliant for access to a critical facility. In lieu of the CHRC, provide ISS with a copy of the Background Screening Result for each permanent HCD employee requiring access to the data center.
- o Article IX Sec. 2-375.1 of the Palm Beach County, Florida Code of Ordinances, as may be amended, all Contractors requiring unescorted access at any time are required to undergo the Criminal History Records Check (CHRC) process and be deemed compliant for access to a critical facility. To complete the required CHRC background check, the HCD is to notify ISS of the request and complete the required Project Information Form. ISS will process this form with <u>FDO-ACCESS-Support@pbcgov.org</u>. All Contractors will be required to schedule a fingerprint appointment with the ESS Access Section after the Project Information Form is submitted.
- o For entry into the secured area after hours you are required to contact Vista Security at 561-681-3880, the County Security Officer will meet you at the East Gate and check your ID prior to allowing you entry into the facility.
- o Ensure staff is aware of rack assignments and only work in the rack space specifically assigned to them.
- Notify ISS and ESS via <u>FDO-ACCESS-Support@pbcgov.org</u> immediately to disable badge access when an employee no longer requires access to the data center or when an employee has lost his/her badge.

Parking

- o All persons entering through the security perimeter gates must do so via the Fleet gate which is on the East side of the complex. For safety reasons, no access to the Data Center should be through any other vehicular entry gate.
- o Perimeter gates are open by 5:00am and closed by 7:00pm by County Security.
- o No personal vehicles are allowed on the secured side of the perimeter fencing during the hours of 5:00am to 7:00pm. All personal vehicles are to be parked in the staff parking lot on the unsecured side of the perimeter fencing behind the 2633 Vista Parkway (FDO) Building.

General Responsibilities

- o Ensure food, drink and packing materials are not brought into the data center.
- o Escort and monitor activities of unauthorized visitors in the data center. An example would be a hardware repair technician.
- o Provide a notification procedure for any issues ISS observes or encounters that may impact the availability of services required by the HCD.

Annual Review of Amendment

 Conduct annual reviews of the Amendment during the fiscal year budgeting process to determine whether both parties are adhering to required responsibilities. o Provide ISS with any plans for expansion or reduction in colocation needs to ensure proper budget planning.

Deliveries

- o There are no loading docks at the data center. Deliveries should be arranged ensuring the truck is equipped with a lift gate. Delivery vehicles cannot block the perimeter road or any overhead doors not belonging to the data center.
- o Receipt of deliveries is the responsibility of HCD staff. Deliveries should be coordinated with advanced notification giving staff time to travel to the data center before the delivery arrives.
- o A pallet jack and hand truck is available for use at the data center. A lift table is also available for server installations.
- o Deliveries should be staged in the Customer Care Center for uncrating prior to entering the data center.
- o All trash and packing materials should be gathered and taken to the dumpsters located on the south side of the building.

Facility

- o Restrooms are available and are located in a shared space with FDO.
- o The break room in the shared space is for FDO personnel only.

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:	Palm Beach County, By Its
Sharon R. Bock, Clerk & Comptroller	
By:	By:Paulette Burdick, Mayor
(SEAL)	Paulette Burdick, Mayor
(SEIXL)	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: Paul F-L County Attorney	By: Steve Bordelon Director 155
Health Care District of Palm Beach Count	у
ATTEST:	
By: Dam Dams Darcy J. Davis, CEO	
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By:	
Valerie Shahriari, HCD-Legal Counsel	
/ TIOD THE SOU COURTED	



Server Colocation

Memorandum of Understanding

Overview

Palm Beach County, through the Palm Beach County Information Systems Services (ISS) Department, provides customers with various IT-related services, including server colocation services at the ISS Data Center. This document describes the ISS colocation service and establishes a Memorandum of Understanding (MOU) between ISS and <u>Colocation Customer</u>.

ISS Data Center Address

Palm Beach County Operations and Support Center (OSC) ISS Data Center 2601 Vista Parkway West Palm Beach, FI 33411

1.0 Service Level Agreement

This MOU is between ISS, the service provider, and <u>Colocation Customer</u> as a customer of this service. This document outlines the details of the colocation service provided by ISS as well as the roles, responsibilities and expectations of both parties while providing a framework for problem resolution and communication.

2.0 Colocation Service

Service Description – The ISS colocation service provides the <u>Colocation Customer</u> with a physical location for their rack-mounted servers and storage. In addition to rack space, the data center provides the following features:

- Uninterrupted 24x7 operations
- Raised floor space
- Overhead power distribution and network cabling
- Hot Aisle Containment System (HACS)
- Traditional under floor cooling for non-racked hardware
- Redundant Network/Internet connectivity
- Redundant HVAC
- Redundant UPS power conditioning and battery backup
- Redundant power with redundant maintenance bypass
- Redundant power to each rack
- 24x7 monitoring of power and HVAC infrastructure
- Diesel generator with automatic transfer switch that engages during primary power loss
- Connections for portable generator and chiller should the primary units fail or be shut down for maintenance
- 6,000 gallon fuel tank dedicated to the data center with a local fuel distribution facility
- Pre-action sprinkler fire suppression system
- 24x7 video surveillance
- Card readers used for entry into the data center by approved personnel

3.0 ISS Responsibilities

- Ensure all ISS colocation service customers sign and adhere to a standard MOU.
- Provide data center safety and orientation training.
- Provide infrastructure required to install <u>Colocation Customer</u> provided hardware in a Hot Aisle Containment System (HACS).
- Provide sufficient redundant power to meet system requirements.
- Provide sufficient redundant HVAC to maintain proper operating temperature and humidity.
- Maintain redundant network paths exiting the data center in different locations.
- Maintain a 24X7 ISS Customer Care Center for customer contact.
- Establish key point of contacts and provide <u>Colocation Customer</u> with telephone numbers.
- Provide continuous and secure network access.
- Provide 24x7 physical access to the data center for essential personnel.
- Perform a semi-annual audit of those authorized to access the data center.
- Establish and administer procedures for after-hours access.
- Establish procedures for the <u>Colocation Customer</u> to report any service disruptions or observed problems within the data center.
- Notify the <u>Colocation Customer</u> staff via the provided notification procedure should any infrastructure issues arise that may affect availability.
- Provide 1 HACS compatible APC AR3100 rack.
- Provide lockable front and rear doors on rack.
- Provide In-Rack PDU's and Tap-Off Boxes for connection to the overhead PDI Powerwave Bus System for 1 Rack. Assumption is rack will require redundant power.
- Conduct annual reviews of the MOU during the fiscal year budgeting process to determine whether both parties are adhering to required responsibilities.

4.0 Colocation Customer Responsibilities

- Installation
 - o Provide all hardware and cabling.
 - o Cabling must be neatly installed, including use of velcro straps.
 - Equipment must be oriented to vent from the cold aisle to the hot aisle within the HACS.

Access

- Regular business hours to the Operations and Support Center secured facility are from 5:00am to 7:00pm on regular County business days.
- After-hours to the secured facility are from 7:00pm to 5:00am Monday through Friday, and all weekends and holidays.
- All staff from the <u>Colocation Customer</u> requiring after-hours access to this facility shall provide ISS with an up-to-date list of persons authorized to access the facility after-hours. The list must contain the authorized person's name, email address and contact phone number(s). ISS will in turn provide that list to Electronic Services & Security (ESS) Division of the Facilities Development and Operations (FDO) Department via the FDO-ESS-Support email.
- Article IX Sec. 2-375.1 of the Palm Beach County, Florida Code of Ordinances, as may be amended, does not require <u>Colocation Customer</u> permanent staff to undergo

- the Criminal History Records Check (CHRC) process and be deemed compliant for access to a critical facility.
- Article IX Sec. 2-375.1 of the Palm Beach County, Florida Code of Ordinances, as may be amended, requires all Contractors requiring unescorted access at any time to undergo the Criminal History Records Check (CHRC) process and be deemed compliant for access to a critical facility. To complete the required CHRC background check, the <u>Colocation Customer</u> is to notify ISS of the request and complete the required Project Information Form. ISS will process this form with <u>FDO-ACCESS-Support@pbcgov.org</u>. All Contractors will be required to schedule a fingerprint appointment with the ESS Access Section after the Project Information Form is submitted.
- For entry into the secured area during after-hours, you are required to contact Vista Security at 561-681-3880, after which the County Security Officer will meet you at the East Gate and check your ID prior to allowing you entry into the facility.
- Ensure staff is aware of rack assignments and only work in the rack space specifically assigned to them.
- o Notify ISS and ESS via <u>FDO-ACCESS-Support@pbcgov.org</u> immediately to disable badge access when an employee no longer requires access to the data center.

Parking

- All persons entering through the security perimeter gates must do so via the Fleet Management gate which is on the East side of the complex. For safety reasons, access to the Data Center is prohibited through any other vehicular entry gate.
- Perimeter gates are opened by 5:00am and closed by 7:00pm by County Security.
- No personal vehicles are allowed on the secured side of the perimeter fencing during the hours between 5:00am to 7:00pm. All personal vehicles are to be parked in the staff parking lot on the unsecured side of the perimeter fencing behind the 2633 Vista Parkway (FDO) Building.

General Responsibilities

- Ensure food, drink and packing materials are not brought into the data center.
- Escort and monitor activities of unauthorized visitors in the data center. An example would be a hardware repair technician.
- Provide a notification procedure for any issues ISS observes or encounters that may impact the availability of services required by <u>Colocation Customer</u>.

Annual Review of MOU

- Conduct annual reviews of the MOU during the fiscal year budgeting process to determine whether both parties are adhering to required responsibilities.
- Provide ISS with any plans for expansion or reduction in colocation needs to ensure proper budget planning.

5.0 Deliveries

- There are no loading docks at the Data Center. Deliveries should be arranged ensuring the truck is equipped with a lift gate. Delivery vehicles cannot block the perimeter road or any overhead doors except the door leading into the Data Center.
- Receipt of deliveries is the responsibility of <u>Colocation Customer</u> staff. Deliveries should be coordinated with advance notification so that staff can plan for travel time to the data center before the delivery arrives.

- A pallet jack and hand truck is available for use at the Data Center. A lift table is also available for server installations.
- Deliveries should be staged in the ISS Customer Care Center for uncrating prior to entering the Data Center.
- All trash and packing materials should be collected and taken to the dumpsters located on the south side of the building.

6.0 Facility

- Restrooms are available and are located in a shared space with FDO.
- The break room in the shared space is for FDO personnel only.

This agreement may be amended at any time with the mutual consent of the parties.

SIGNED:	
Steve Bordelon, Director Date Information Systems Services For Palm Beach County	xxxxxxx,xxxx Date Colocation Customer
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By:County Attorney	By: Deputy Director, ISS

Agreement with Palm Beach County and the Health Care District of Palm Beach County

Re: Palm Beach County ISS Services
R 2 0 1 4 0 1 7 1

Interlocal Agreement

This Interlocal Agreement ("Agreement") for information technology ("IT") services is entered into this ______day of _FEB 0 4 2014__, 2014, by and between the Health Care District of Palm Beach County ("HCD") and Palm Beach County ("County") a political subdivision of the State of Florida. This Agreement rescinds and replaces existing Interlocal Agreement R2010-0279, dated 02/23/2010.

WITNESSETH THAT:

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

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

WHEREAS, the HCD and the County have recognized the need for the HCD to obtain IT services ("IT") for the purpose of gaining access to IT resources at a cost savings due to the ability of Palm Beach County to leverage its resources for the greater good of citizens of Palm Beach County, the State of Florida, and any public sector organization that can benefit from these services; and

WHEREAS, in recognizing these facts, the HCD and the County desire to enter into such an agreement which provides for the joint use of such IT assets and establishes policies for its use by each organization.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do mutually agree as follows:

Section 1 Purpose

The purpose of this Agreement is to provide IT services to the HCD for the purposes described in the attached Exhibit A.

Section 2 Approval

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

Section 3 Exhibits

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

Section 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 HCD 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 <u>Indemnification and Hold Harmless</u>

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

The parties to this Agreement acknowledge the potential of unlawful hacking to gain surreptitious access into confidential systems. The County 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

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

Section 9 <u>Damage Caused by Disasters</u>

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 HCD and County authorize its continuation and associated funding to repair or restore the affected area(s).

Section 10 Miscellaneous

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution

Section 11 Notice

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

To: Health Care District of Palm Beach County

Ronald J. Wiewora, Chief Executive Officer

2601 10th Avenue North, Suite 100

Palm Springs, FL 33461 (Telephone: 561-659-1270)

With a copy to: Holly Vath, Chief Financial Officer

Health Care District of Palm Beach County

2601 10th Avenue North, Suite 100

Palm Springs, FL 33461 (Telephone: 561-659-1270))

With a copy to: Nicholas W. Romanello, Esq.

Health Care District of Palm Beach County

2601 10th Avenue North, Suite 100

Palm Springs, FL 33461

(Telephone: 561-659-1270)

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)

Section 12 Entire Agreement

This Agreement represents the entire agreement between the HCD 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 parties. This Agreement shall be binding upon the HCD 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

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

Section 18 Nondiscrimination

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

Section 19 Access and Audits

The HCD 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 HCD's place of business.

Section 20 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 HCD, 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.

Section 21 Regulations, Licensing Requirements

The HCD 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 HCD 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.

(The remainder of this page intentionally left blank.)

Agreement with Palm Beach County and the Health Care District of Palm Beach County

Re: Palm Beach County ISS Services

ATTEST:

Sharon R. Bock, Clerk & Comptroller

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

County Attorney

APPROVED AS TO TERMS AND

R2014 0171 FEB 0 4 2014

Palm Beach County, By Its Board of County Commissioners

Steve

CONDITIONS

Steve Bordelon, Director, ISS

Health Care District of Palm Beach County

ATTEST:

By: Ronald J. Wiewora, CEO

Ronald 5. Wiewora, CEO

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Nicholas W. Romanello

HCD Legal Counsel

ISS Service Agreements with External Agencies

(November 2016)

Municipalities

- 1. Atlantis
- 2. Boynton Beach
- 3. Delray Beach
- 4. Greenacres
- 5. Jacksonville
- 6. Juno Beach
- 7. Jupiter
- 8. Lake Clarke Shores

- 9. Lake Worth
- 10. Lantana
- 11. Orange County
- 12. Palm Beach
- 13. Palm Beach Gardens
- 14. Riviera Beach
- 15. Village of Royal Palm Beach
- 16. 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
- 2. ARC of Palm Beach County
- 3. Boca Raton Regional Hospital
- 4. Center for Family Services
- 5. Career Source (Workforce Alliance)
- 6. Families First of PBC
- 7. Jewish Federation of Palm Beach County

- 8. Kravis Center
- 9. Lupus Foundation of America
- 10. Lutheran Services Florida
- 11. Max Planck Florida Corporation
- 12. Nonprofits First
- 13. Prime Time
- 14. South Florida Fair

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